

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** June 24, 2015

**SUBJECT:** Bid Award for Security Upgrades at Detention Center

**PRESENTER:** David Berry, Construction Project Manager  
Captain Jim Player, Jail Administrator

**ATTACHMENTS:**

- 1) Bid Tabulation
- 2) Bid Proposal from low bidder
- 3) Original Request for Proposal

#### **SUMMARY OF REQUEST:**

The Board is requested to approve the low bid and authorize staff to proceed with the procurement of security upgrades to include new cameras and locking control systems at the Henderson County Detention Center. Bidding was conducted between May 22 and June 3, 2015. The low bidder was Simplex Grinnell for a total price of \$383,875.00. Their proposal also included an option for additional equipment in the amount of \$21,400.00 that was determined to be a necessary component of the project subsequent to the bid opening. The total contract amount recommended for award is \$405,275.00

The security upgrades were approved as part of the Information Technology, and Facility Services Fiscal Year 2016 budgets.

#### **BOARD ACTION REQUESTED:**

The Board is requested to accept the low bid from Simplex Grinnell and authorize Henderson County staff to proceed with the security upgrades at the Henderson County Detention Center.

#### ***Suggested Motion:***

*I move the Henderson County Board of Commissioners award the contract for the Henderson County Detention Center upgrades to the low bidder, Simplex Grinnell for \$405,275 authorize staff to proceed with said upgrades, and authorize the County Manager to execute any required documents.*

Bid Tabulation  
Henderson County Detention Center Security Upgrades

| Bidder                  | Amount       |
|-------------------------|--------------|
| Simplex Grinnell        | \$383,875.00 |
| Esitech Security Group  | \$446,350.00 |
| A3 Communication        | no bid       |
| Encore Technology Group | no bid       |
| Norment Security Group  | no bid       |
| Priority One Security   | no bid       |
| Securadyne Systems      | no bid       |

Apparent Low Bidder



36 Rosscraggon Road  
Units H and I  
ASHEVILLE, NC 28803  
(828) 684 0736  
FAX: (828) 684 0584  
www.simplexgrinnell.com

## SimplexGrinnell Quotation

TO:  
Henderson Correctional  
RT 2 BOX 1200  
HENDERSONVILLE, NC 28791

Project: Henderson Detention - Final  
Customer Reference:  
SimplexGrinnell Reference: 299405257  
Date: 06/05/2015  
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SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

### Part 1 Surveillance

**Net selling price for Part 1 Surveillance, FOB shipping point, \$151,745.00**

### Part 1 Surveillance Maintenanc

**Net selling price for Part 1 Surveillance Maintenanc, FOB shipping point, \$30,725.00**

### OPTION # 2 Equip & Services

**Net selling price for Part 2 Locking-Intercom, FOB shipping point, \$150,855.00**

### Part 2 Lighting-Phone

**Net selling price for Part 2 Lighting-Phone, FOB shipping point, \$39,550.00**

### Part 2 Locking Control Mainten

**Net selling price for Part 2 Locking Control Mainten, FOB shipping point, \$32,400.00**

**Total net selling price, FOB shipping point, \$405,275.00**

### Comments

**Quote Modified 6/5/15 to add 2<sup>nd</sup> Server for \$21,400.**

This proposal is for the upgrade of the existing analog camera system (Part 1) and upgrade of the locking control system with lighting control and inmate phone integration (Part 2) at Henderson County Detention Center in Hendersonville, NC.

SimplexGrinnell Scope of Work is based on the Detention Center RFP dated May 6, 2015 and

## SimplexGrinnell Quotation

### Comments (continued)

includes RFI #1 responses dated May 27<sup>th</sup>, 2015 and RFI #2 responses dated May 29<sup>th</sup>, 2015. Note: Pricing is based on the Part 1 (surveillance) and Part 2 (locking control/intercom upgrade/lighting & phone integration) of the RFP being completed during the same schedule.

### **Henderson County Detention Center Surveillance (Part 1):**

SimplexGrinnell's proposal includes replacing all existing analog cameras with new American Dynamics IP cameras (85 Cameras Total to include existing and new locations) and utilizing an Exacqvision Video Management Solution.

#### Outdoor

Twenty Seven (27) - Fixed

All applicable surge protection is included for outdoor cameras.

#### Indoor

Fifty Eight (58) Fixed Domes in Vandal Housings

SimplexGrinnell will install all NEW CAT6 Cabling to Seventy Four Existing Camera Locations as well as Eleven New Camera Locations as specified by the customer. All cabling will be routed through existing conduit/raceway and will be terminated in the existing security equipment room for integration to the PLC. All cabling for new cameras will include conduit in secure areas and will be free-wired above drop ceilings in unsecured areas where applicable.

Note: Pricing Assumes all existing raceway is useable and free from obstruction. If any existing conduit is obstructed, the County will be notified and change order pricing will be provided to repair if required. Per RFP response dated 5/29/15, pricing is also based on all existing cable runs being within 100 meters. If any existing conduit pathway exceeds 100 meters, additional pricing will be provided to propose POE extenders as needed.

Pricing assumes that SimplexGrinnell will be mounting all NEW IP Cameras at the same locations as the existing analog cameras to leverage current raceway. The Eleven NEW Locations will be discussed and placed as required by the customer.

## SimplexGrinnell Quotation

Comments (continued)

### Recording Server

Modified 6/5/15 SimplexGrinnell will provide an install One Exacqvision 4U (56TB) RAID6 Rackmount Server in the Main Security Equipment Room. Storage Calculations were based on providing 60 Day Retention at 12 Frames Per Second with 50% Motion (720p Resolution on all IP Cameras). System design includes 20% additional storage capacity for growth if/when needed.

Modified 6/5/15 **NOTE: PRICING Includes UPGRADE TO A TWO SERVER, DISTRIBUTED ARCHITECTURE WITH TWO 48TB EXACQVISION RECORDERS with RAID6: \$21,400 added to quote total**

Eighty Five (85) Exacqvision IP Camera Licenses are included in pricing along with a FIVE Year Exacqvision Software Support Agreement as specified in the RFP.

SimplexGrinnell will supply and make connection to (Four) POE network switches located in the Main Security Equipment Room of the Detention Facility. These switches will provide spare capacity as needed for future additions. SimplexGrinnell will mount all cameras and make terminations as required.

**RFP DOES NOT CALL FOR COMPUTER WORKSTATIONS (PER RFP RESPONSE #1). County to provide any applicable workstations and monitors as needed for camera viewing. If required, change order pricing can be provided for SimplexGrinnell to provide and install these workstations.**

Camera Call-up will be programmed, set-up and configured in Master Control.

SimplexGrinnell pricing includes UPS/Battery Back-Up units for the servers as required.

Customer is responsible for supplying all required 120V Power as required for installation of the above mentioned equipment. Lift Rental is NOT included in this quote. If a lift is required, County will provide or SimplexGrinnell can provide change order pricing to rent.

The price includes installation, programming, testing, training, technical support and shipping and handling. **Sales Tax Not Included.**

Project was priced for completion during normal working hours, M-Th from 7:30 - 5:00.

SimplexGrinnell will require unrestricted access to locations where cameras will be mounted. Detention Center will be responsible for providing adequate supervision and escorts as required.

## SimplexGrinnell Quotation

Comments (continued)

### **IP Video extended Service.**

**SimplexGrinnell will provide a 5 year Monday through Friday labor and parts coverage for the IP video system with next day service per the specification. All SSA (Software Support Agreements) for camera software are also included in this 5 year term.**

### **Henderson County Detention Center Locking Control/Intercom/Lighting and Inmate Phone Upgrade - (Part 2)**

Part 2 of this proposal includes upgrading the locking control system for Henderson County Detention Center to include the scope of work as indicated in the RFP Dated May 6<sup>th</sup>, 2015 Part 2 and emailed RFI responses dated May 27<sup>th</sup>, 2015. Please refer to SimplexGrinnell's attached riser diagram for system schematic.

SimplexGrinnell proposal includes **replacing the existing Graphic Control Panels: Two (2) in Male Housing, One (1) in Female Housing, One (1) in Administration and One (1) in the Magistrate's Office** with new TouchScreen Controls. One (1) additional Touchscreen workstation will be added in Male Housing as requested. The existing TouchScreen and Workstation in Central Control will also be replaced.

SimplexGrinnell will install the following equipment at each location indicated above:

One (1) 22" TouchScreen WorkStation - Note: Admin and Magistrate will receive 19" TouchScreens

One (1) Dell CPU

One (1) Workstation UPS

Three (3) Network Switches will be installed to provide communication to the touchscreen locations indicated above.

Included in Option No. 2 Pricing, SimplexGrinnell will replace the existing Omron Ethernet Module with a newer version/technology to assist in speeding up the system communications.

SimplexGrinnell has included replacing the existing Rauland Analog Intercom Head-End Equipment with a new Harding Digital Intercom System. All existing intercom stations will remain and be wired to the new Harding digital System. The Harding digital Intercom System will communicate to the existing Omron PLC via RS-232 for integration purposes. The implementation of the Harding Digital System will provide the facility with newer technology and address potential service issues with the limited parts availability of the Rauland Equipment. SimplexGrinnell pricing includes the installation of the following new Intercom

## SimplexGrinnell Quotation

### Comments (continued)

Hardware in existing customer provided rack:

Six (6) Touchscreen Master Modules with 12" Gooseneck

Two (2) Digital Communication Controllers

Four (4) Digital Communication Expanders

Twenty Two (22) 10' Station Interface Cables

Eleven (11) Quick Connect Terminal Board - Station

Eleven (11) Quick Connect Terminal Board - Single Switch

One (1) DXL Administrator Software

All applicable Indusoft Software GUI Tags are included for each TouchScreen Workstation as required.

Customer will be responsible for providing adequate staffing for the period of the equipment upgrade indicated above, which may require lock and keys to be utilized for a period of time.

The pricing includes all equipment as detailed in the proposal package, installation, drawings, technical support, testing, training, and shipping and handling. **Sales Tax Not Included.**

Note: Pricing is based on leveraging existing raceway from the Security Equipment Room to the locations of each (existing) graphic control panel. If it is identified that the existing raceway is unusable, additional pricing will be provided for providing any applicable conduit as required.

SimplexGrinnell pricing includes pre and post testing of the locking control system end devices to verify functionality of the locking control system. Any issues identified prior to the implementation of this proposals scope of work will be brought to the owners attention.

SimplexGrinnell will conduct two (2) - 2hr end user training classes on the functionality of the new TouchScreen Workstations anytime M-Th, from 7A - 5P. Owner to specify training times as needed for proper coordination with staff. One (1) additional 1-hr training class will be held with maintenance to review Intercom System.

Customer responsible for providing any 120V power as required.

All SimplexGrinnell installed equipment includes a Five (5) Year Parts and Labor Warranty with 4 Hour response (See detail highlighted below).

### **Henderson County Detention Center Upgrade - (Part 2) Lighting Control and Inmate Phone Integration**

The proposal also includes integrating the lighting control and inmate phones to the existing Touch

## SimplexGrinnell Quotation

### Comments (continued)

Screen/Locking Control system located at Henderson County Detention Center in Hendersonville, NC.

Scope of work includes SimplexGrinnell integrating the existing lighting control switches in Central Control (3 Panels) and Male Housing (4 Panels) into the touchscreens. Applicable 24V relays will be mounted under existing cabinets and wired to I/O modules for integration with the PLC. Existing housing for switches is to remain inset in the counter tops. Pricing does not include any modification to existing cabinets or countertops. Owner responsible for new counter top design/installation.

The pricing includes all equipment as detailed, installation, Touch Screen/ PLC Programming, technical support, testing, training, and shipping and handling. **Sales Tax Not Included.**

All SimplexGrinnell installed equipment includes a Five (5) Year Parts and Labor Warranty.

### **PLC / Intercom Extended Service**

**SimplexGrinnell will provide a 5 year Monday through Friday labor and parts coverage for the PLC / Intercom system with 4 hour response time for emergency calls reported in.**

**Note: For all systems indicated above, it's assumed that the customer is responsible and will maintain adequate ventilation in the Security Equipment Rooms, to comply with manufacturers specifications for all electronics equipment.**

**Pricing does not include Davis Bacon or any Prevailing Wage rates. If required, additional pricing may apply.**

To accept this proposal and get the order process started, please sign where indicated and fax the entire proposal to 828-684-0584 or email to [brshallenberger@simplexgrinnell.com](mailto:brshallenberger@simplexgrinnell.com). If a Purchase Order is issued, please include the SimplexGrinnell Reference/Quote # on the PO.

Thank you for the opportunity to provide a quotation



**TERMS AND CONDITIONS**

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

**SALE AND INSTALLATION AGREEMENT**

(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



SALE AND INSTALLATION AGREEMENT
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#:
36 Rosscraggon Road
Units H and I
ASHEVILLE, NC 28803
Telephone: (828) 684 0736
Representative: Brian Shallenberger
Email: brshallenberger@simplexgrinnell.com
Accepted By: (Customer)
Company:
Address:
Signature:
Title:
P.O.#: Date:





# HENDERSON COUNTY

**Memorandum To:** *Interested Bidders*

**From:** *Jerry Tucker*  
*Facility Services Manager*

**Subject:** ***Request for Proposal – Detention Center Security Upgrades***  
***Provide necessary upgrades/ replacements and repairs to the Henderson County Detention Center PLC security controls and camera system.***

**Date:** *May 6, 2015*

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NOTICE: PRE-BID MEETING DATE CHANGED FROM WEDNESDAY MAY 20, 2015 to FRIDAY MAY 22, 2015

**Mandatory Pre-bid:** May 22, 2015 @ 10:00 am  
King Street Meeting Room  
100 N King Street  
Hendersonville, NC 28792

**Proposals are due:** June 3, 2015 by 2:00 pm  
Henderson County Attn: Jerry Tucker  
320 Williams Street  
Hendersonville, NC 28792

**Location of Work:** Henderson County Detention Center  
375 First Avenue East, Hendersonville, NC

Henderson County requests proposals to:

## **Part 1– Upgrade Security Camera System**

Provide all labor and installation materials to:

1. Replace all 74 existing Analog Cameras and associated wiring and provide and install 11 additional specified camera locations with new 720p or better resolution IP Cameras.
  - a. All 85 cameras should be IP, PoE, 720p or better resolution, dome style, fixed position, and compatible with Exaquisition Video MGMT Solution.
  - b. 58 indoor cameras should be vandal resistant.
  - c. 27 outdoor cameras should have weatherproof housing.
2. Provide and install new, minimum 42u, 4-post rack system in Main Security Room.
  - a. Camera Software/Storage server capacity should provide a minimum 60 day retention at 12 frames per second with 50% motion in color and at 720p resolution. System design should include 20% additional storage capacity for future growth.



# HENDERSON COUNTY

- b. Provide and install Cat6 cabling and patch panels for IP cameras; including labeling and required patch cables.
  - c. Provide and install managed, gigabit PoE switches for all cameras.
  - d. Propose a back-up mechanism for recorded video/audio retention.
3. Provide and install battery back-up system and appropriate equipment grounding along with estimated power budget.
4. Provide, install and configure Exacqvision Video Management Solution, Windows 2012 Server and any required software along with IP Camera licensing for 85 new cameras with a 5 year software support agreement. Server should have at minimum 16GB RAM, a server-grade processor, and a minimum of 4 Gigabit Ethernet ports.
5. Provide end user training on operation and functionality of Exacqvision Video Management Software.
6. Provide and install camera call-up functionality for integration with locking control intercom system. Camera call-up should be programmed, set-up and configured in Master Control.
7. Provide 5 year, next calendar day (24/7/365) support/maintenance agreement for all installed equipment.

## **Part 2 - Upgrade locking control system and integration of lighting control and inmate phones to touchscreen/locking control system**

Provide all labor and installation materials to:

1. Replace existing graphic control panels in Male Housing (2 panels), Female Housing (1), Administration (1) and the Magistrate's Office (1) with new touchscreen controls. Replace existing touchscreen and workstation in Central Control.
  - a. Provide and install five (5) 22" Touchscreen Workstations in Male Housing (3), Female Housing (1), and Central Control (1).
  - b. Provide and install two (2) 19" Touchscreen Workstations in Administration (1) and the Magistrate's Office (1).
  - c. Provide and install a Dell CPU and workstation UPS for Male Housing, Female Housing, Administration, the Magistrate's Office and Central Control.
2. Provide and install network switches for communication to touchscreens.
3. Replace Omron Ethernet Module with newer technology for improved system communications.
4. Replace existing analog intercom head-end equipment with new Harding Digital Intercom System. The new Harding system should include the installation of the following hardware:
  - a. 6 - Touchscreen master Modules with 12" Gooseneck.
  - b. 2 - Digital Communication Controllers.
  - c. 4 - Digital Communication Expanders.
  - d. 22 - 10' Station Interface Cables



# HENDERSON COUNTY

- e. 11 – Quick Connect Terminal Boards (Station)
  - f. 11 – Quick Connect Terminal Boards (Single Switch)
  - g. 1 – DXL Administrator Software
5. Provide pre and post testing of locking control system devices.
  6. Provide end user training on operation and functionality of new touchscreen workstations.
  7. Integrate existing lighting control switches in Central Control (3 panels) and Male Housing (4 panels) into new touchscreens. Modify existing cabinetry/countertops so that switches remain inset in the countertops.
  8. Provide 5 year, 4-hour response time (24/7/365) support/maintenance agreement for all installed equipment.

**NOTE: This project is formatted in two parts for budgeting purposes only. Vendors are required to bid both parts.**

## **Detailed Scope of Work:**

- Furnish the necessary supervision , labor, tools, equipment and materials to complete the required work
- Obtain required permits
- No work schedule limitations

## **The following information must be included in the proposal:**

1. Work Schedule for start and completion
2. Contractor's Licensure with North Carolina
3. Warranty on above work
4. See Henderson County Insurance and Bond Requirements posted under General Information at <http://ww2.hendersoncountync.org/rfp/index> for the following:
  - a. Insurance (if appropriate) per Article 11
  - b. Bonds (if appropriate) per Article 12 (NA, No bonds required for this project)
5. For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under General Information at <http://ww2.hendersoncountync.org/rfp/index>
6. Proposed Contract signed by bidder and ready for County's signature.
7. Contractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must verify compliance with the E-verify, NCGS 160A-20.1(b).

Henderson County reserves the right to reject any and / or all bids. Qualified contractors interested in bidding on the project should contact Mr. Jerry Tucker (704) 309-7119.