

*Limestone
County Commission*

*Chairman
Collin Daly*

*Administrator
Ellen Morell*



*Commissioners:
Daryl Sammet
Danny Barksdale
Jason Black
LaDon Townsend*

November 14, 2022

**INVITATION FOR BIDS
Proposal No. 2800**

**Video Arraignment System
Limestone County Sheriff's Office**

Notice is hereby given that the Commission of Limestone County, Alabama will receive competitive bids for a Video Arraignment System. Please see the attached specifications for same.

TAX: All applicable taxes must be included in the amount of bid price.

The right to reject any items or materials not of quality or under any provisions of this act is reserved.

Bids will be opened on **Thursday**, the 15th day of December 2022 at **10:00 a.m.** and awarded on **Monday**, the 19th day of December 2022 at **10:00 a.m.**

REQUIREMENT: Pursuant to Alabama Code 31-13-9, as a condition of the award of any contract, the business entity or employer, and any of its subcontractors, shall provide a sworn affidavit and documentation that it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; that it is enrolled in the E-Verify program; and, during the contract period, it will participate in the E-Verify program and will verify every employee that is required to be verified under applicable state and federal laws. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

All bids must be received by opening date and time.

Bids can be mailed or hand delivered by the opening date and time to:

Limestone County Commission

310 West Washington Street

Athens, AL 35611

All bids must be sealed and the word "BID", name of item, proposal number, and opening date should be marked on the outside of the envelope.



Collin Daly, Chairman
Limestone County Commission

The County of Limestone is requesting a proposal and quote to implement a video arraignment system to support videoconferencing between courtrooms and detention facilities so detainees can participate in court proceedings without traveling physically to the court.

The system must allow an individual to display and hear evidence (either by connecting an external laptop to the video monitor) or by inserting a thumb drive to display Word, Excel, PDF, or PowerPoint files.

General Requirements:

Original Paper Copy – 2 copies
Cost Proposal
System Specifications
References

Submission Location:

Limestone County Commission
310 W Washington St
Athens, AL 35611

Submission Date & Time: 12/15/2022 10:00 a.m.

Bid Opening Date & Time: 12/15/2022 10:00 a.m.

Contact Person:

Lt Matthew Hayes
Limestone County Sheriff's Office
(256) 216-5035
mhayes@limestonesheriff.com

Introduction

Limestone County, Alabama, is soliciting proposals from qualified service providers to provide Video Arraignment System.

Bidders Conference

There will be no bidders conference for this proposal. Bidders may contact Matt Hayes at the county sheriff's office to schedule a walk-thru of the courtrooms.

Question Submission

All questions about this request and/or the scope of services should be directed to:

Lt Matthew Hayes

E-mail: mhayes@limestonesheriff.com

Phone: 256-216-5035

Proposal Submission

- I. Proposals: An original RFP hard copy response (2 copies) shall be returned in a sealed envelope bearing the name and address of the respondent. The proposal must follow the Response Format as defined on Page 5.
- II. Delivery: Proposals may be mailed or hand-delivered to the following address:

RFP: Video Arraignment
Limestone County Commission
310 W Washington St
Athens, AL 35611

The County shall not be responsible for late delivery. There will be no exceptions. The County will not be liable for any costs incurred by vendors in replying to this RFP.

Miscellaneous

All documents (printed or electronic) submitted in response to this RFP, or any interview or demonstration shall become the property of the County and will not be returned to the Vendor.

The County reserves the right to cancel this RFP at any time. The County reserves the right to withhold any final action on the RFP if further evaluation of the proposal or vendor is deemed necessary by the County. Limestone County reserves the right to reject all RFPs in their entirety. Limestone County reserves the right to award the contract in any manner deemed in the best interest of its citizens. The County reserves the right to waive any irregularity in the format of the RFP or immaterial defect in any RFP.

Overview / General Information

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this RFP or to providing oral or written clarification of its content shall be borne by the vendor. The County assumes no responsibility for these costs.

All pricing submitted will be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other County locations or otherwise not present at the County Board at the time of opening for any cause will be determined to be late and will not be considered.

It is intended that an award under this RFP will be made to a prime vendor who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted if indicated in the vendor's proposal and the subcontractor(s) to be used is identified.

Limestone County desires and expects bids based on the ability of the vendor to meet or exceed the requirements contained in this request. Contracts will be awarded to the vendor that Limestone County determines best to provide the mandated information and capabilities.

Limestone County will review the proposals and may require additional information or clarification by one or more qualified vendors as part of the final selection process.

Limestone County reserves the right to request further information from any finalist vendor it may choose.

Limestone County also reserves the right to accept, reject, or negotiate modifications to any proposal as it shall, in its sole discretion, be in its best interest. Determining the adequacy of qualifications shall be at the sole discretion of Limestone County.

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract.

All material items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected, and suitable price adjustments made.

Any vendor shall comply with requirements of Alabama statutory performance bonds upon award of bid. The County reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the vendor's proposal to be incorporated in full or as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County as contractually binding on the successful Vendor.

Most project activities are anticipated to occur during normal business hours. However, certain phases of implementation and transition may need to occur after normal business hours. Vendor should address this in the bid. Sub-contracted services are allowed only with the express permission of the County. Any person who requires access to the Sheriff's Department or Courthouse will be required to undergo a background check and be approved by the Sheriff's Department.

Any bidder or vendor may withdraw their bid or proposal before the time specified in the advertisement as the closing time for the receipt of bids or proposals by submitting a written request. However, no bidder or vendor shall withdraw or cancel their bid or proposal for sixty (60) days after said advertised closing time for the receipt of bids or proposals. The County shall award the bid within sixty days of the closing date for receipt of proposals or bids. No successful bidder or vendor shall withdraw or cancel their bid after being notified that said bid or proposal has been accepted by the County.

Upon submitting a bid, it is presumed that the bidder has acquainted himself with the Specifications prepared by the Owner. It is understood that omissions from the bid requirements due to the failure of the bidder to fully acquaint himself with the document's requirements will not entitle the bidder to additional consideration of compensation if awarded the contract.

This bid is for a period of one(1) year and can be extended up to two(2) additional years at the discretion of the Sheriff's Department. Said period of services shall not be greater than a three(3) year period. Code of Alabama, Section 41-16-57(f).

Background: The Technology Environment Limestone County Technology Environment

The following is an overview of the technology environment in the entire county

Staff and Structure

TechnologyServices

Jonathan Yerdon, Director

Gary Carroll, Network Administrator

Hardware Environment

Judges have a network-connected laptop on the bench.

Power present where equipment is needed

Scope of Services

Services being sought are for implementing a Court Video Arraignment System to include the installation, user training, maintenance, service, and repair.

The County of Limestone requests a proposal and quote to support secure videoconferencing between courtrooms and detention facility, so detainees can participate in court proceedings without traveling physically to the court.

Any audio/video system must allow participants to freely communicate as though they were all in the same room. Any delays in the transmission of the audio/video signals must be brief enough so that they are not apparent to the participants.

Both the audio and video output of the system should be of such quality that when heard or viewed by an average member of the community, they would be comparable to what is routinely experienced on commercial television.

A microphone and camera must be situated to broadcast words and images of the parties to the proceedings.

The system must allow an individual to display and hear evidence by inserting a USB thumb drive to display Word, Excel, PDF, or PowerPoint files.

Electrical / Networking:

The additional networking for the Detention Center and the Courthouse will be installed internally by the county maintenance department.

The additional networking and power in the courtrooms will be done internally by the Limestone County maintenance department.

The Technology Services department will be responsible for creating a network for the Courthouse courtrooms.

Technology Services will provide the required networking cables and power extension cables for the equipment.

8 Audio/Video Systems at the following locations:

Limestone County Courthouse – 200 West Washington Street, Athens, AL 35611

1. 2nd Floor - Courtroom District
2. 2nd Floor - Courtroom Circuit ***Share video monitor cart between courtrooms***
3. 3rd Floor – Courtroom District
4. 3rd Floor - Courtroom Circuit ***Share video monitor cart between courtrooms***

Detention Center – 101 West Elm Street, Athens, AL 35611

1. Kiosk #1
2. Kiosk #2

Equipment Needed:

| | |
|-------|--|
| 8 qty | Laptops for the DA and Defense tables in the 4 courtrooms |
| 4 qty | Secure video links for the judge's laptops |
| 2 qty | Video monitors with mobile stands |
| 2 qty | Corrections grade kiosk, telephone handset and touchscreen display |

Overview / General Information

To be considered, the proposer's team must have implemented a similar proposed solution in locations in the United States. Failure to show that the proposer's team meets this entrance criterion will result in the proposal being rejected.

The proposal evaluation process is designed to award the contract to the respondent with the best combination of attributes (i.e., qualifications and experience, cost), not necessarily to the respondent of least cost.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the respondent's information provided, which will demonstrate the respondent understands the Evaluation Factors and capacity to perform the required services of this RFP.

Any contract shall be interpreted under the law of the State of Alabama. The venue and jurisdiction for any dispute resolution or court proceeding shall be Limestone County Alabama. No contract shall bind the County in excess of three years, but it may allow for extensions of the contract upon notice. Any contract shall allow the County to terminate for lack of appropriations in any fiscal year. No contract shall provide that the County pay attorney fees in case of any dispute. All vendors shall comply with the applicable terms in the contractor's addendum and the addendum must be part of the responsive bid.

The County reserves the rights to waive any informality in or to reject any or all bids and to accept any bids deemed most favorable to the interest of the County after all bids have been examined and tabulated.

The County may award a contract on individual items within a particular group or on the total group of items. Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interests of the County to accept.

In awarding the contract, in addition to price, the County will consider:

- The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- The quality of the performance of previous contracts or services.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and the number and scope of conditions attached to the bid.
- The County shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other money due the County.

ATTACHMENT: A

Video Arraignment & Court AV System RFP Cost Proposal Form

By having examined the proposal requirements, specifications, and understanding of County's objective, we propose the following pricing provision of new Video Arraignment System for Limestone County, AL which is best suited, beneficial, advantage, and cost saving to the County.

Vendor Name: _____

Costs: Equipment, Installation, Testing, Training _____

Time Frame (days) _____

Other One-Time or Re-Occurring Costs _____

Total Other Costs: _____

Contractor's Addendum

BID # _____

Full Name of Vendor: _____

Main Business Address: _____

Principal Office Address: _____

TO: Limestone County

General Contract Specifications

INSURANCE REQUIREMENTS:

The following are their requirements for required insurance coverage for any vendor completing work for the County.

Contractor shall procure and maintain, for the duration of the engagement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per occurrence for each bodily injury claim and \$500,000 per occurrence for each bodily injury caused by disease claim.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the County and are to be received and approved by the County before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026 . The County reserves the right to request full certified copies of the insurance policies and endorsements.

OTHER GENERAL CONTRACT SPECIFICATIONS:

PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

- A. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and subcontractors must submit to the County of Limestone on a monthly basis certified payroll and must maintain those records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

- B. Contractor shall defend and hold harmless the County for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act by Contractor or any subcontractors. The requirements of this Section shall survive the termination of the Contract formed hereunder.

INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the County, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the County of Limestone, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.
- B. **Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Workers' Compensation Act and cases decided thereunder. Contractor agrees to indemnify and defend the County from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the County may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the County's own negligence.

Collusion:

The Contractor certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the Contractor has not colluded conspired, connived or agreed, directly or indirectly, with any other Contractor, County employee or any person, to fix the bid price submitted by the BIDDER or any other Contractor, and agrees to indemnify the COUNTY for any losses sustained by it due to illegal actions of the Contractor. He also certifies that the Contractor, it's a gents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Alabama Criminal Code, 720 ILCS 5/33E-3; 33E-4.

Miscellaneous

Contractor shall allow sixty (60) days for any payment to be processed as required under the Local Government Prompt Payment Act, 50 ILCS 505/1.

The Contractor represents and warrants that it has the requisite experience and ability and sufficient capital, facilities, plant, organization, and staffing to enable the Contractor to perform the Work successfully and promptly.

All prices stated herein are firm and shall not be subject to escalation provided the County accepts this offer within 30 days from the date hereof.

DATED: _____, 20_____

VENDOR

If Corporation:

By: _____

Attest: _____

Its: _____

Administrator
Limestone County, Alabama
Request for Proposal
Video Arraignment System