



## **REQUEST FOR QUALIFICATIONS**

### **Cumberland County Jail Security Systems Replacement-Upgrade Project**

Proposals due by

**May 16, 2024, 2:00 p.m.**

Via Certified Mail or Hand Deliver To:

Cumberland County Facilities Department Suite 1

Jail Security Systems Replacement-Upgrade Project Proposal

Attention: Bill Trufant

142 Federal Street

Portland, Maine 04101

For questions, use the following email address

[trufant@cumberlandcounty.org](mailto:trufant@cumberlandcounty.org)

REQUEST FOR QUALIFICATIONS FOR JAIL SECURITY SYSTEMS REPLACEMENT-  
UPGRADE FOR THE CUMBERLAND COUNTY JAIL

**1. GENERAL INFORMATION:** Invitation for Proposals. The County of Cumberland (hereafter referred to as “County”) is soliciting Request for Qualifications (RFQ) proposals for a Design/Build Project (DB) from qualified detention security integrators who have experience designing, building and installing Locking Controls (PLC/HMI) systems for prisons/jails safety and security. The project will take place at the Cumberland County Jail located at 50 County Way, Portland, Maine. Proposals will be received on behalf of Cumberland County, Maine until 2:00p.m, May 16, 2024. Proposals will be accepted in sealed envelopes by hand delivery or via certified mail:

**Cumberland County Suite 1  
Jail Security Systems Replacement-Upgrade Bid  
Attn: Bill Trufant / Facilities  
142 Federal St.  
Portland, ME 04101**

The County would like to replace the existing jail door control - auxiliary control detention system located at 50 County Way, Portland, Maine with a **Non-Proprietary Integrated System.**

For the purposes of this project, the County's authorized representative is Bill Trufant, Facilities Director, [trufant@cumberlandcounty.org](mailto:trufant@cumberlandcounty.org)

All clarifications and/or questions must be submitted in writing by April 29, 2024 at 2:00 p.m. to the County's Authorized Representative. A response will be made available to all no later than, May 1, 2024 at 2:00 p.m.

**2. INTENT OF DOCUMENTS:** It is the intent of these documents to obtain proposals on behalf of the County for the following: Jail Detention Security PLC/HMI Systems Upgrade Project.

**3. BACKGROUND:** Cumberland County Jail is located at 50 County Way, Portland, Maine 04101. The Cumberland County Jail provides secure, safe, humane confinement to individuals legally committed to the jail. The Cumberland County Jail was built in 1992 and consists of 7 individual pods for separation of inmate classification. Additional areas are medical, administration, intake, and visitation. The building is 142,000 sf with two level occupancy in the pod areas. Electric control doors provide movement throughout the facility with local on master control oversight. There are 522 electric controlled doors (353 @ 24 volts, 88@110 volts). Of the 522 controlled doors, 23 utilize the Identi-Pass/Premysis card access system. There are 425 Stentophon devices and 171 cameras (110 are used for spot monitoring). The electrical controls for these systems are located in the mechanical rooms and designated areas throughout the complex.

4. **STATEMENT OF PURPOSE:** The purpose of this RFQ is to assist the County in selecting a Contractor for Jail Detention Security PLC/HMI Systems Upgrade Project. This project is to replace the Locking Controls at the Cumberland County Jail, which the County has determined to be at EOL. Following a review of submissions received from this RFQ, the County reserves the right to interview providers and distributors before deciding who will be selected. Proposals will be received by Cumberland County. Submissions will be reviewed by an evaluation team with representatives from the County.

5. **RFQ-DB TIMELINE:**

Event	Date
RFQ Release date	04/19/2024
Last date to submit written questions	04/29/2024 by 2:00 p.m.
RFQ due date	05/16/2024 by 2:00 p.m.
Vendor interview date	TBD

6. **EVALUATION CRITERIA:** This package is not meant to favor any respondent. It is designed to meet the needs of the Owner. The Owner will weigh the proposals based on the proposer's references, qualifications, support as well as technical merit, and the proposed system cutover plan. In awarding the Project, the review team may take into consideration the proposer's skill, facilities, capacity, experience, licensing, support capabilities, previous work record, the necessity of prompt and efficient completion of work described in the qualification documents, or other factors the County considers relevant. Inability of the proposer to meet these conditions may be cause for rejection of the submission. Respondents are required to disclose whether any of its owners, directors, officers or principals is, or is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of the contract.

7. **FACILITY SECURITY:** To maintain security, the County reserves the right to observe Contractor's operations and inspect their work-site at any and all times. The Contractor agrees to abide by any and all of the County's rules and regulations, procedures and general orders.

a. **Security and Removal of Individuals:** The County shall have the right, through its designees, to order the immediate removal of any Contractor or Sub-Contractor's employees from a job site or sites for just cause including, but not limited to, security, disorderly behavior, intoxication, and violation of a law or rule, unsafe behavior or for emergency public safety reasons. The County shall provide notice to the Contractor regarding the reason or reasons for such removal within 24 hours of such removal. The removed employee shall not be permitted to return to the site or sites without written approval of the County.

b. **Criminal Background Check:** Due to the sensitive nature of the location of this project, Cumberland County requires that all employees of the successful bidders pass a criminal background check prior to working at any of the County facilities. Prior to commencing any work, each successful bidder shall submit to the County a list of all employees it proposes to use in providing the services under the contract. Cumberland County reserves the right to approve/disapprove of any of the proposed successful bidder's employees. No

employee of a successful bidder shall work at any County facility until such time as the successful bidder has submitted the name for a criminal background check to the County and the County has approved the employee.

*\*General background checks will be performed by the Cumberland County Sheriff's office.*

**8. INSURANCE REQUIREMENTS OF CONTRACTOR:** The successful Proposer shall purchase and maintain such insurance as will protect it from claims set forth below that may arise out of or result from their operations under the contract, whether the operations be by them, by a subcontractor, or by anyone employed by them. The successful Proposer agrees to indemnify and hold the Owner harmless from any and all claims, demands, damages, actions, or causes of action arising or to arise against the Owner by reason of the successful Proposer's performance of the contract. Such insurance shall be acquired for and on behalf of the successful Proposer in protecting them from claims for damages for bodily injuries, including sickness or disease, death, and care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations be by the selected Proposer or anyone directly or indirectly employed by them. Indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

**a.** Commercial General Liability with contractual liability coverage in the amount of \$1,000,000 each occurrence, \$2,000,000 aggregate combined single limit for bodily injury liability and property damage liability.

**b.** Professional Liability with coverage in the amount of \$1,000,000 each occurrence, \$4,000,000 aggregate combined single limit.

**c.** Automobile coverage.

**d.** Worker's Compensation in statutory amount. *(If applicable)* Prior to the effective date of this Agreement, the Contractor/Vendor will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Contractor/Vendor shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Contractor/Vendor to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County. County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Cumberland County may reasonably require

for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s). Certificates shall name the Owner as an additional insured on all liability policies. Prior to the start of work, the successful Proposer shall furnish certificates or adequate proof of the foregoing insurance. Certificates furnished by the successful Proposer or their subcontractors shall contain a clause stating, "Owner is to be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the policy." Such notice is to be sent to Owner's Purchasing Agent. The successful Proposer shall provide a waiver of subrogation for workers compensation and commercial auto policy in favor of the Owner. The company providing insurance for the successful Proposer and their subcontractors must be licensed to do business in the State of Maine and be acceptable to the Owner. The successful Proposer shall be responsible for all losses that fall under any deductibles on required insurance coverage.

**9. REJECTION OF SUBMISSIONS:** Submissions will be received by Cumberland County. Submissions will be reviewed by an evaluation team with representatives from the County. Any modification, insertion, deletion, or change, except as caused by a County addendum, shall be cause for the rejection of the bid. Should any bidder wish to submit amplifying data with their bid, the bidder should make a statement on the bottom of the proposal that such amplifying material is a part of the bid and attach said material to the submission.

**10. INCURRED COSTS:** The County ***will not*** be liable for any expenses incurred by the responder in connection with the preparation or submittal of a response to this RFQ.

**11. RFQ RELEASE:** This RFQ was advertised and posted to the County website on April 19, 2024. The County reserves the right to amend this RFQ at any time. In the event it becomes necessary to amend, alter or delete any part of the RFQ, changes to the RFQ will be posted on the Cumberland County website, <http://www.cumberlandcountyme.gov>. Responders are encouraged to check the web site regularly for changes to the RFQ or schedule of important dates. This RFQ is intended to provide potential contractors with information necessary to prepare a complete and comprehensive submission. While it is the County's intent to enter into a contract with a qualified responder for the provision of professional and technical services set forth herein, this RFQ does not obligate the County to complete the RFQ process or to enter into a contract if it is considered to be in its best interest. The County reserves the right to cancel this RFQ at any time for any reason. The County also reserves the right to reject any and all applications received as a result of this RFQ.

**12. OWNERSHIP OF SUBMISSIONS:** All submissions submitted on time become the property of the County upon submission, and the proposals will not be returned to the Responders. By submitting, the Responder agrees that the County may copy for purposes of facilitating the evaluation or to respond to requests for public records. The Responder consents to such copying by submitting and warrants that such copying will not violate the rights of any third party, including copyrights.

**13. CONFORMANCE TO SPECIFICATIONS:** The successful respondent, by entering into a contract with the County, warrants and represents that all materials or equipment delivered

to the County pursuant to the contract conforms to all of the specifications contained or referred to herein, and further guarantees to replace all materials or equipment which may be rejected by the County due to defective materials or workmanship.

**15. COUNTY APPROVAL:** The Vendor must receive written approval for the proposed systems and project implementation plan from Cumberland County once a contract has been awarded by the County Commissioners. The schedule will adjust accordingly to any delay for the notice to proceed. Substantial Completion is the stage in the progress of the work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can utilize the system(s) for its intended use.

**16. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS:** The successful vendor shall furnish a Performance Bond and Labor and Material Payment Bond covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The contract will not be signed until the owner has received the proper bonds. This will be determined after acceptable Guaranteed Maximum Price (GMP) is agreed upon by the County.

**17. DRESS ATTIRE FOR ON-SITE WORKERS:** Individuals entering the Jail will be required to adhere to the applicable facility Dress Code Policy of business industries appropriate dress. Individuals not meeting the dress Code requirements will not be admitted to the Jail until such a time that dress can be altered to meet policy requirements.

**18. TOOLS FOR ON-SITE WORKERS:** Individuals entering the Jail, and all other secured County facilities, will be required to strictly adhere to the applicable facility rules and provide an itemized tool list. The Vendor shall supply a lockable job box to be left on site in secure storage provided by the County. Vendors shall inventory job site tools at the beginning and end of each shift to ensure no tools are missing or left behind on the site.

**19. ACCESS TO THE FACILITY:** To enter the Jail all personnel may be required to remove shoes, belt, and jewelry to pass through a metal detector test. A hand-held wand may also be used by Jail personnel. Clothed body searches may be conducted at random by Jail Personnel.

**20. PROPERTY ALLOWED ON-SITE:** The following items will not be allowed inside the Jail and should be secured in vehicles (this list may not be totally inclusive): Cellular telephones; two -way radios; etc.; (exceptions may be made for items necessary to complete necessary work to complete the contract).

**21. ID FOR ON-SITE WORKERS:** A valid state or federally issued pictured ID is required for admittance to the facility. The County will issue badges to the Contractors after background checks.

**22. POSSESSION OF FIREARMS ON COUNTY PREMISES:** No firearms will be allowed.

23. **CONTRABAND:** If Vendor, or designee, is found to have delivered contraband to a County inmate, the individual will be prosecuted to the fullest extent of the law.

24. **CONTRACTOR ON-SITE SAFETY AND PROCESS TRAINING:** Employees of the successful proposer shall go through County training session to learn about Jail onsite workplace rules, regulations and jail processes. Training may include, but is not limited to: Contraband Control, handling of Materials, handling of waste materials, interactions with staff, interaction with inmates and how to respond to jail emergencies.

25. **ORDINANCES AND REGULATIONS:** The successful respondent shall comply with all Federal, State and local laws, together with all ordinances and regulations applicable to the work. They shall procure all licenses, permits, or other rights necessary for the fulfillment of their obligation under this Document at their sole expense. Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

26. **NON-DISCRIMINATION:** The respondent agrees to comply with the nondiscrimination provision set forth in Maine Statue. The proposer's failure to comply with the Statue may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

27. **AFFIRMATIVE ACTION POLICY:** The following is the County's Affirmative Action Policy: Cumberland County acknowledges that equal opportunity for all persons is a fundamental human value. Consequently, it is the policy of the County to provide equal opportunity in employment and personnel management for all persons; to provide access to, admission to, full utilization and benefit of training and promotional opportunities without discrimination because of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, handicap or disability; and to otherwise promote full realization of human rights within the County to the extent permitted by law. To implement this policy, Cumberland County requires that every person making application for, currently employed by, or applying for future vacancies in the employ of the County of Cumberland will be considered on the basis of individual ability and merit, without discrimination or favor. In Furtherance of this policy, the County of Cumberland establishes an affirmative action plan, providing for and assuring fair and equitable treatment in all phases of public employment, including selection, compensation, benefits, training opportunities, promotions, transfers, layoffs and other terms, conditions and privileges of employment. The concept of this affirmative action policy is consistent and fundamental to the maintenance of effective equal opportunity and shall be implemented as an integral part of the County of Cumberland's personnel system. In the interest of advancing the goal of open competition and equal opportunity in employment, the County undertakes the responsibility for communicating its affirmative action policy to those from whom it purchases products and services.

**28. INDEPENDENT CONTRACTORS:** All employees of the successful respondent shall not be considered employees of the County while engaged in the performance of any work or services required herein, and shall be Independent Contractors. Any and all claims that may arise under the Maine Workers' Compensation Act on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein shall in no way be the obligation or responsibility of the County.

**29. COSTS NOT PROVIDED FOR:** No claim for services or supplies furnished by the successful respondent not specifically provided for in this proposal and subsequent contract will be honored by the County.

**30. INDEMNIFICATION:** The Contractor/Vendor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this agreement.

**31. OWNER'S RIGHT TO CARRY OUT WORK:** If the awarded vendor defaults, or neglects to carry out, the work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

**32. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY**  
**CERTIFICATION:** Federal Regulation 45 CFR 92.35 prohibits the county from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this agreement, the contractor certifies that it and its principals\* and employees:

**A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

**B.** Have not within a three year-period preceding this agreement:

**a.** Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract,



b. Violated any federal or state antitrust statutes, or

c. Omitted embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction, or;

b. Violating any federal or state antitrust statutes, or;

c. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

D. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the contract manager should the contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*\* Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).*

**33. CUMBERLAND COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY DATA AND VOICE. COMMUNICATIONS CABLING INFRASTRUCTURE DESIGN AND INSTALLATION STANDARDS:**

All vendors and contractors shall present to the Cumberland County structured cabling standards for all manufacturers, part numbers, means and methods as it relates to structure cabling.

**34. JURISDICTION & VENUE:** This contract, amendments and supplements thereto, shall be governed by the laws of the State of Maine. All actions brought under this agreement shall be brought exclusively in Maine State Courts of competent jurisdiction with venue in Cumberland County.

**35. NON-DISCLOSURE AGREEMENT (NDA):** The Contractor shall be required to sign an NDA to receive the floor plans and existing as-built documentation in paper form.

**36. ADDENDA ACKNOWLEDGEMENT:** All integrators shall acknowledge receipt of any amendments that the respondent must return. The addenda must be signed and attached to the final response. Failure to attach any supplement may result in the rejection of the response

**37. SUBMISSIONS:** The County solicits qualifying submissions from integrators who are in the business of providing services as listed in this RFQ. The submission shall include, at a minimum, the following information. Failure to include these items may be grounds for the rejection of the submission.

- a. Experience in designing, planning, retrofitting and installing large-scale detention integrated systems.
- b. Experience in a similar project, specifically in corrections, government, or large private corporations. Please list at least three projects and their locations, size of the project, the time it took to complete, and name of references. These listed projects must include integrations w/Identi-Pass/Premysis card access, Stentophon or equivalent, and Guetebruck camera systems.
- c. Understanding of the regulations, codes, and standards for Criminal Justice Information Services (CJIS) records retention.
- d. Approach to system testing, maintenance, and warranties. This includes pre-testing of existing equipment as well as post-installation testing of new PLC based products.
- e. Approach how the integrator will inspect the work performed and provide a comprehensive summary of work completed.
- f. Approach to software and hardware integrations with existing systems. This must include how this integration would be covered, in-house or outsourced to a 3<sup>rd</sup> party vendor.
- g. Approach in installation of new locking control system and the continued operation of existing locking control system until final cutover date.
- h. Approach to meeting the services as described.
- i. Integrator Qualifications: Work in this section shall be performed by a licensed and bonded contractor, which has been in business for a minimum of ten (10) years in the design, maintenance, and installation of large-scale detention integrated systems. Experienced Installation of PLC, HMI GUI software, Digital Intercom Systems, and Auxiliary Controls. Only integrators whose primary business is designing, installing, and maintaining comprehensive detention integrated systems shall perform this work.

- j. Electrical Service Provider: Provide information on how the electrical work will be completed, in-house or outsourced to a 3<sup>rd</sup> party vendor.
- k. General Contractor Qualifications: Provide qualifications of general contractor experience in large-scale detention integrated retrofit system installations. This must include experience with existing systems described herein.

*\*All proposals shall include the following information, organized as a separate section of the proposal. The proposal should be concise and to the point.*

**38. FORMAT:** Respondents shall submit proposals that are concise and specifically respond to the specifications posted in this RFQ-DB. The respondents shall submit proposal with a cover letter signed by an authorized person and the following documents:

- a. Cover Letter – Signed by an authorized representative of the company
- b. Executive Summary
- c. Proposal – within a maximum of 15 pages, no smaller than 12-point font, describe specific capabilities, experience, approaches, and proposed methodologies that demonstrate a clear understanding of the nature of the work to be performed
- d. Resume of key individuals who will be assigned to the project, including any 3<sup>rd</sup> party vendors that will be carried.
- e. Statement of Experience w/integration of existing systems.
- f. Customer References
- g. Anti-Collusion Statement
- h. Staffing Plan, including trained technicians for after installation support.
- i. Federal, State, and local permits and licenses
- j. Certificate of Insurance with Endorsement Letter

**40. STAFFING:** List all staff anticipated to perform the services, including disciplines and degrees, as appropriate. Indicate the qualifications, training, and experience of each team member. This should include years of experience w/integrating existing systems.

**41. SECURITY REQUIREMENTS:**

- a. Each person who works onsite must pass a background/fingerprint test administered by Cumberland County. No persons will be allowed onsite without passing these tests.
- b. All employees must be badged in order to be onsite. A badge will be distributed once the individual has passed a background check.
- c. Construction must be carefully phased in order to keep a secure perimeter inside the jail while construction activities are taking place. All equipment and material stockpiled on the site will be contained within designated staging areas during construction. The cost of such security measures shall be borne entirely by the contractor.

**42. CUSTOMER REFERENCE:** Respondents shall provide a minimum of three (3) letters of reference. Each letter must include the firm's name, description of services provided, date(s) of services, and contract amount for projects like the services requested in this RFQ. Services must be comparable projects to the scope of work outlined herein.

**43. LICENSES AND PERMITS:** Respondents shall possess all licenses, registrations, and permits required by the State of Maine, City of Portland and the County of Cumberland. The respondents will submit such licenses and permits to the County after award of the project and contract.

**44. SUBMISSION EXPENSES:** Respondents shall be fully responsible for all costs incurred in the development and submission of this RFQ.

**45. PROPOSER RESPONSIBILITY:** The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFQ-DB. No special consideration will be given after bid proposals are opened because a proposer failed to know all these RFQ-DB requirements.

**46. INTERPRETATION:** Should any discrepancies, omissions, or doubts about their meaning be found in the RFQ specifications or requirements, the Respondent shall notify the County in writing directed to **Bill Trufant, Facilities Director**, via email- [trufant@cumberlandcounty.org](mailto:trufant@cumberlandcounty.org). The County will send written instructions or addenda to all participants in the RFQ process. The County shall not be responsible for oral interpretations.

**47. RESERVATION:** County Commissioners reserve the right to accept or reject any and all letters of interest & statements at their discretion, to waive all formalities. The County reserves the right to the following at any time and for its convenience, at its sole discretion:

- a. To reject any proposals without indicating any reasons for such rejection;
- b. Terminate this RFQ and issue a new Request for Qualifications anytime;

- c. Extend any deadlines specified in the RFQ, including deadlines for accepting proposals, by issuing an Addendum any time before the deadline for receipt of responses to the RFQ;
- d. Procure any services specified in the RFQ by other means;
- e. Disqualify any Respondent based on any real or perceived conflict of interest or evidence of collusion disclosed by the proposal or other data available to the County. Such disqualification is at the sole discretion of the County;
- f. Reject any Respondent's bid that is in breach of or in default under any other agreement with the County;
- g. Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified, or non-responsible.

**48. TRUTH AND ACCURACY OF REPRESENTATION:** False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal.

**49. SUB-CONTRACT AND ASSIGNMENT:** The Contract binds the heirs, successors, assigns, and representatives of the Contractor. Prior written consent from the County, subject to any required state or federal approval, is required before the Contractor may enter subcontracts for any work contemplated under the Contract. Consent is also required before the Contractor may assign the Contract or pay monies due or to become due, by operation of law or otherwise.

**50. ADDENDA:** No one is authorized to amend these documents in any respect by an oral statement or make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda.

**51. NON-COLLUSION:** The bidder has not conspired with a competitor or other company to create an unfair advantage over other bidders. Any party to collusion may not be considered in future proposals for the same or similar work.

**52. SCOPE OF SERVICES:** The scope of service considered in this Request for Qualifications (RFQ) includes all labor and materials, peripherals/components, wiring, labeling, testing, licensing, training, and ongoing service as indicated in this document.

**53. SYSTEM(S) REQUIREMENT:** A complete overview of the existing working MTI door control, intercom system, and auxiliary controls is required. The request for the new install is to mimic the existing operation. This will be part of the design phase of the project after award of the project.

**54. GUARANTEE OF FUNCTIONALITY AND RELIABILITY:** Provide warranty information, including multiple year offerings, and guarantee of operation to match existing system that is being replaced.

**55. SYSTEMS INTEGRITY AND RELIABILITY TESTING:** Respondents must ensure that all installed system meets industry and proposed standards. Testing is a vital part of the pre/post installation process and must be completed before any turnover is accepted.

**56. SYSTEMS TESTING AND ACCEPTANCE:** After delivery, installation, and implementation of the new systems, the vendor will provide all site acceptance tests and a successful turnover according to the Contract schedule.

**57. SELECTION PROCESS:** All proposals received will be evaluated by an RFQ Review Committee. The following criteria, not listed in the order of importance, will be used to determine which integrator best meets the County's needs. The County will evaluate proposals based on the following criteria:

- a. The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-contractors in completing projects of a similar type, size, complexity, and scope.
- b. The County may consider Proposer's timely and accurate completion of similar projects within budget.
- c. The proposal's feasibility is based upon the methodology of the proposed scope of services and project down time.
- d. The Proposer's understanding of the work to be completed, the proposal's clarity, and the Proposer's responsiveness to this RFQ and interview if warranted.
- e. Customer References
- f. Satisfactory proof of integration with existing systems currently servicing the project site.

**58. GUARANTIED MAXIMUM PRICE:** The design phase will require a Guaranteed Maximum price listing projected scope. This will be after the project is awarded and during the design phase.

**59. AWARD AGREEMENT:** Upon completion of the submission review period, the County shall notify those Respondents who may be considered for further evaluation and negotiation. All Respondents notified may be contacted for an interview and/or negotiate in good faith in accordance with direction from the County. Any delay caused by Respondent's failure to respond to direction from the County may lead to a rejection of the Submission.

If the County determines after further evaluation and negotiation, to award the project, a Professional Services Contract shall be sent to the successful Respondent for their signature. No proposal shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both Proposer and the County.

**60. PRICING:** Project cost will be part of Design phase and after project qualification award has been decided.

**SECTION A**

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Business Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ Business License #: \_\_\_\_\_

**Business Status:**

\_\_\_\_\_ Non Profit Corporation

\_\_\_\_\_ Corporation State of Incorporation: \_\_\_\_\_

\_\_\_\_\_ General Partnership

\_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Sole Proprietorship

Other: \_\_\_\_\_

Name and title of an Officer or owner authorized to sign this proposal and any contract with the County that may result.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SECTION B**

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Number of years in business under present business name: \_\_\_\_\_

Other Business Name(s): \_\_\_\_\_

Number of years under prior name(s) if any: \_\_\_\_\_

**SECTION C**

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Number of years of experience in providing required, equivalent, or related projects: \_\_\_\_\_

**SECTION D**

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Similar services/projects completed during the last five years.

	Period	Services	Amount Paid	Location	Agency Name
1					
2					
3					
4					
5					

**SECTION E**

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Have you, or your agency failed or refused to complete a contract? \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION F**

---

Is your firm authorized, to do business in the State of Maine? \_\_\_\_\_ YES \_\_\_\_\_ NO

**SECTION G**

---

Is your firm a State of Maine registered small business? \_\_\_\_\_ YES \_\_\_\_\_ NO

**SECTION H**

---

Is your firm a local business? \_\_\_\_\_ YES \_\_\_\_\_ NO



**SECTION I**

---

Explain any litigation like the services requested by this proposal involving you, or your agency, or any principal officer(s) thereof:

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**SECTION J**

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Has your company filed any written declaration for bankruptcy protection, a potential merger or acquisition, office closure, pending lawsuits, financial loss that might affect your ability to perform under the contract? \_\_\_\_\_ YES \_\_\_\_\_ NO

(if yes, please explain):

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**SECTION K**

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License Provisions

Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. \_\_\_\_\_ YES \_\_\_\_\_ NO

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION L**

---

List the names and titles of the key personnel who would be assigned to the Project.

**Name**

**Classification**

_____	_____
_____	_____
_____	_____

## SECTION M

List, and provide documentation, the number of certified technicians that have a minimum of five (5) years' experience in the access control field similar to this project. These individuals also need to be within a three (3) hour radius of Portland, Maine.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## SECTION N

List all required business and professional licenses that pertain to this Project:

_____
_____
_____
_____
_____
_____
_____
_____

## SECTION O

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications? \_\_\_\_\_ YES \_\_\_\_\_ NO

**By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your submission are true, and you acknowledge that if the submission contains any false statements, the County may declare any contract or agreement made as a result of the submission to be void.**

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

Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Addendum #1

Can you please address the following RFI?

- There are references to 'Integrations' with various third party security systems in the RFP. I could not locate what type of integration is required or more importantly, what is the desired end result of functionality between the various third party security systems and the new PLC system. Can you please elaborate?

The integration is for the Geutebruck Camera system, which includes the ability to spot monitor, and Indenti/Premysis card access system, that will provide dry contacts to operate the locking mechanism. **Please reference #37 "Submissions"**