
Request for Proposal

VPA Security System Upgrades

Project #1210-2020

Dept. of Venues Parks & Arts

City of South Bend, Indiana

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS
REQUEST FOR PROPOSALS**

Notice is hereby given that the City of South Bend, Indiana, Board of Park Commissioners will receive sealed bids at the Office of the Clerk of Board of Park Commissioners, Historic Howard Park Lodge, 301 S. St. Louis, South Bend, Indiana, by 9:30 AM ET on August 17th, 2020 for the following:

VPA SECURITY SYSTEM UPGRADES
PROJECT #1210-2020

SUMMARY:

The Board of Park Commissioners of the City of South Bend (“City”), is soliciting proposals from qualified vendors for the following:

Project description:

The City is seeking qualified contractors interested in updating the security system infrastructure with City properties, primarily the systems under the management of Venues Parks & Arts.

Proposals must meet the minimum expectations as provided in the City’s Request for Proposals in order to be considered.

How the Proposals will be evaluated and scored for selection.

The person/firm making a proposal shall submit an explanation of how they comply with the requirements of this RFP. Exceptions to any requirements mentioned in this RFP must be clearly noted. Information submitted will be scored on a 100-point matrix system as follows and will be graded by a review team made up of city staff.

Qualifications and experience of company	10 Points
Demonstrated ability to meet security needs	35 Points
Cost of system	15 Points
Cost of monthly monitoring	15 Points
Ability to support and maintain system	15 Points
Quality and completeness of the proposal	10 Points

Upon selection, the City will then negotiate the terms of a final agreement. Following negotiations, the City’s Board of Park Commissioners will be asked to review and approve the proposed written agreement and if approved, the agreement will be executed.

The successful proposal respondent(s) shall comply with the City’s ordinance and all other federal, state and local laws and regulations governing nondiscrimination in employment.

The City reserves the right to accept, negotiate scope or reject any or all proposals.

Complete Proposal Request packages and instructions are available for download by visiting the City of South Bend's VPA web page at www.sbvpa.org/securityupgrades

Interested respondents MUST send your firm's contact information to the Clerk of the Board of Park Commissioners at evaennis@southbendin.gov to register to receive updates or addenda.

The City reserves the right to review and audit all documents related to this proposal and to request additional information as deemed necessary. Failure to comply with the City's request may be deemed grounds for dismissing the proposal.

Any questions about response conditions must be addressed to the Owner via email no later than 5 p.m. on August 10th, 2020 to the project manager, Patrick Sherman, at psherman@southbendin.gov.

Proposals must include the Non-Collusion Affidavit, Non-Debarment Affidavit, Employment Eligibility Verification, and Non-Discrimination Commitment Form.

BOARD OF PARK COMMISSIONERS
Eva Ennis, Clerk

Publish two (2) times:

July 24th, 2020

July 31st, 2020

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A. Instructions to Respondents

- “Owner”, in this document, will refer to the City of South Bend.
- Interested respondents MUST send your firm’s contact information to the Clerk of the Board of Park Commissioners at evaennis@southbendin.gov to register to receive updates or addenda.
- Respondents must review the required Non-collusion form attached to this document. Do not submit qualifications if these terms are not acceptable.
- Questions are welcome and appreciated. Questions should be asked by email to psherman@southbendin.gov. Questions are due by 5 PM on August 10th, 2020
- Answers to all questions will be provided in writing through email to all **registered** respondents.
- If the City determines any new information, question, or concern alters the RFP, an addendum will be issued to revise the RFP.
- Sealed responses must be submitted to the Office of the Clerk of Board of Park Commissioners, Historic Howard Park Lodge, 301 S. St. Louis, South Bend, Indiana, by 9:30 AM ET on August 17th, 2020. Response package should be labeled “VPA Security System Upgrades”.
- Respondents must provide five (5) hard copies of response and one digital copy on CD or thumb drive. Thumb drives submitted will not be returned.
- Late responses will not be accepted and will be returned to the submitting company unopened.
- Owner is not liable for any cost incurred by any person or firm responding to this RFP.
- Respondents may schedule site visits of specified City properties by contacting Brian Garner @ bgarner@southbendin.gov.

B. Selection Process

1. Request for Proposal Issued by Owner

- The Request for Proposals (RFP) is the first step in a process to identify one or more qualified and satisfactory proposals. This RFP details the requirement for proposals, deadlines, and directions for submittal. The Owner will not reimburse any respondent for costs incurred in developing a proposal for this RFP.
- The evaluation committee reserves the right to conduct discussions, if later determined to be necessary, with winning scorers to negotiate final pricing. The Owner anticipates awarding a contract to the Proposer whose quote is the "best value" with price and other factors considered. The City may consider award to other than the lowest priced Proposer when in the best interest of the City. The Owner reserves the right to make no award pursuant to this solicitation.
- The City reserves the right to reject any proposal that is incomplete, late, or improperly formatted. The City may also reject any proposal if the Proposer fails to respond to a request for clarification by the City. The City reserves the right to waive minor informalities or irregularities, or significant mistakes that can be waived or corrected without prejudice to other Proposers, which are evident after examining the proposal, are considered matters of form rather than substance; that is, the effect on price, quantity, quality, or terms and conditions is negligible. The City may waive such informalities or irregularities or allow the Proposer to correct such mistakes, depending on which is in the best interest of the City. Further, the City reserves the right to negotiate final equipment, work and pricing with the successful Proposer. If negotiations are not successful, the City reserves the right to negotiate with the next most successful Proposer or to rebid.
- The Proposer shall include all (if any) assumptions, conditions, and/or exceptions upon which the contractual and cost/price terms and conditions of the Proposer's quotations based. If not included, it will be assumed that none exists and that the Proposer agrees to comply with all the terms and conditions set forth herein this solicitation document, including all requirements, specifications, and provisions. It is not the responsibility of the evaluation committee to seek out and identify assumptions, conditions, and/or exceptions buried within the Proposer's response.
- The City reserves the right to subtract or add any City properties to the scope of this RFP and the resulting contract(s) at its discretion.

2. Selection Criteria

- The following matrix details what criteria will be considered in making a decision. The selection committee will be a cross-functional team composed of City of South Bend staff chosen for their expertise and/or involvement in the project. Proposers may not knowingly contact members of the selection committee.
- Scoring Matrix with example criteria detail

Qualifications and experience of company: <ul style="list-style-type: none"> • Checks on references provided • Quality of team detailed in proposal • Demonstrated company experience • Demonstrated knowledge of building codes • Demonstrated knowledge of security system infrastructure 	10 Points
Demonstrated ability to meet security needs: <ul style="list-style-type: none"> • Approach to project management • Ability to satisfy requirements listed in this RFP • Additional options and capabilities • Any deviations from the desired specifications 	35 Points
Cost of system: <ul style="list-style-type: none"> • Costs listed in appendix B • Simple and easy to understand pricing model • Costs are all inclusive of furnishing and installation 	15 Points
Cost of monthly monitoring: <ul style="list-style-type: none"> • Costs listed in appendix C • Simple and easy to understand pricing • Services included with monthly monitoring 	15 Points
Ability to support and maintain system: <ul style="list-style-type: none"> • Training plan for new system • Ongoing training available • Availability for routine and emergency service • Quality and length of warranty 	15 Points
Quality and completeness of the proposal: <ul style="list-style-type: none"> • Ensuring proposal is in format requested • Ensuring proposal includes all requested documentation, including 	10 Points

- Following the selection process, the selection committee will determine one or more winning firms. The selection committee reserves the right to conduct interviews with firms following the initial scoring if more information is needed to come to a final conclusion.

3. Final Approval

- After one or more firms are selected, the City will negotiate final contracts which will then be submitted to the Board of Park Commissioners for approval. If the City and the winning firm cannot reach mutually acceptable terms, the City reserves the right to reselect another winning firm for that portion or engage the next highest scoring firm.

4. Anticipated Selection Timeframe

1 st Public Advertisement	July 24 th , 2020
2 nd Public Advertisement	July 31 st , 2020
Opening of Proposals by Board of Park Commissioners	August 17 th , 2020
Proposals reviewed and scored	August 17 th – August 24 th , 2020
Scoring committee decides winning proposal(s)	August 24 th , 2020
Audits and contract negotiation with winning firm(s)	August 25 th – Sept. 14 th , 2020
Final contract approval by the Board of Park Commissioners	Sept. 21 st , 2020

C. Proposal Format for Submittal

1. Cover Page

- Include name of company, address, and primary and secondary contact person, including name, email, and phone number.

2. Table of Contents

3. Company Background

- Briefly summarize your firm's mission, core lines of business, history, and structure.
- Describe your firm's number of employees and annual volume of projects
- Provide your certificate of liability insurance.

4. Company Experience

- Provide a list of all company employees who would perform the services outlined in this RFP, their role in the contract, their professional certifications, licensing, and a description of their relevant industry experience. All work shall be performed by technicians thoroughly trained in the installation and service of the systems described in the RFP.
- The vendor shall include a history of the firm, including number of customers in business and size of the firm. The vendor shall include a list of fleet, trucks and infrastructure. This also includes the location of the head office and any branch offices. The firm shall have a minimum of three (3) years' experience in providing the requested products or services.

5. References

- Provide three references for similar service agreements.

6. Ability to Meet Security Needs

- Describe your approach to managing the upgrade projects to include the general specifications described below in D-3 to include:
 - Auditing of current facilities to evaluate existing security infrastructure.
 - Evaluating needs of the space.
 - Furnish and install of new equipment.
 - Testing of system and training owner for use.
 - Transition to active monitoring.
- Provide a sample schedule of the auditing of a property and subsequent installation.
- Provide explanation for any specification or VPA goal you are unable to meet.
- Provide details about additional services that your firm can supply that is over and above the standard specifications that sets your firm apart.

7. Costs

Please use the attached appendices to list costs instead of your firm's standard documentation.

- Monitoring costs
 - (1) Please fill out table in Appendix B
 - (2) The costs should be based on a (3) year contract with the option to renew for an additional (3) years after mutually agreement between the parties.

- General Equipment costs:
 - (1) Please fill out schedule of values table in Appendix C
 - (2) Pricing shall include all costs for the furnishing and basic installation of the items.
 - (3) For basis of cost, use what your firm would recommend for the best solution for VPAs security needs based on solving the goals specified.

8. Non-Collusion Non-Debarment Affidavit Non-Iran Form

- Ensure proposal includes signed Non-Collusion Non-Debarment Affidavit Non-Iran Form which is included within this packet.

D. Project Details

1. Owner Background

The **City of South Bend**'s mission is to deliver services that empower everyone to thrive. This delivery is in line with the City's values of excellence, accountability, innovation, inclusion, and empowerment. The City has over 1,100 employees and an annual budget of over \$350 million. The City maintains a high credit rating of "AA."

The **Department of Venues, Parks, & Arts** (VPA) manages public spaces and natural areas and provides a diversity of activities and programs. VPA handles city beautification, the East Race Waterway, parkland and natural area maintenance, park and tree lawn trees, golf courses, recreation centers, youth and senior programming, youth sports, arts and culture programming, and community-building. VPA has a vital role in special events that occur throughout the year in South Bend.

2. Purpose of Request for Proposals

The **Department of Venues Parks & Arts** (VPA) is seeking a qualified security integrator for the furnishing, installation, integration, and monitoring of alarm monitoring systems to replace aging security infrastructure currently in place. VPA has a number of goals in selecting the right security partner as part of this RFP. These goals should guide the response from firms submitting proposals. The goals include but are not limited to the following:

- Eliminate unnecessary false alarms.
- Decrease amount of labor used in checking and maintaining security systems.
- Audit existing systems and replace parts that are not functioning properly.
- Ensure safety and protection of City assets, employees and guests.
- Enable remote access to security systems by City personnel.
- Enable reporting of system activities.
- Enable remote viewing of locations with IP camera(s)
- Upgrade outdated systems to modern equipment.
- Decrease system monitoring costs.
- Decrease response times to security events.
- Ensure communication of security events to proper employees.
- Ensure entire VPA portfolio of properties utilizes an enterprise solution for common equipment and security monitoring under a single contract.
- Ensure training of proper stakeholders in effective use of the security solution.
- Simplify arming and disarming systems with a large employee base using the City's existing control systems.
- Ability to determine and edit and assign codes for employee access

3. General Specifications:

1. Initial equipment Audit

- The winning firm will provide an audit of each location listed on the property list to work with assigned City employees to evaluate the current security picture and determine replacement of existing equipment and/or addition of new equipment as needed.

2. Hardware/System Needs

- Generally describe the hardware that would be used and its capabilities.
- Hardware must not be proprietary only accessible by the vendor. Equipment must be a system that can be serviced by other vendors.
- System must be able to be armed and disarmed using the City's access control cards/fobs.
- The City will not lease equipment and will own all equipment furnished and installed.

3. Software

- Generally describe the software that would be used and its capabilities.
- System must allow for remote monitoring and control via web and phone-based software.
- Phone-based software must be available on Android and Apple operating systems.
- Software must be able to create activity report of location arming and disarming by date/time/user.
- Software must be able to access and control multiple locations.
- Software must be able to send instant alerts via text and email to specified users.

4. Monitoring

- Firm must be able to provide 24/7 monitoring for security and fire systems.
- Monitoring must be able to assign contact order based on location.

5. Training/Support

- What level of training will be provided and what will it involve?
- What continuing resources will be available?

6. Warranty

- Describe the standard warranties provided with installed products.
- All Parts shall include the following:
 - (1) Performance specifications
 - (2) Bill of Materials
 - (3) Warranties on all parts
 - (4) Installation and safety requirements

7. Installation

- The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this RFP.
- The contractor is responsible to maintain the installation sites which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties. The contractor will also leave all areas clean.

- Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

4. Legal Relations

1. Insurance

- All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
 - (1) General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$2,000,000.
 - (2) There shall be no exclusion for explosion, collapse or underground hazard.
 - (3) Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
 - (4) Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.
 - (5) The City of South Bend shall be named as additional insured on the Certificate of Insurance.

2. Indemnification

- Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

3. Legal Relations

- The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
- If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Owner with proof that the

Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.

- The Contractor shall comply with all provisions of Indiana Code 5-16-13, as amended. The Owner reserves the right to immediately terminate the public work project awarded should the Contractor be found to be in violation of any provision of Indiana Code 5-16-13 and such violation shall result in the forfeiture of Contractor's performance bond to the Owner.

4. Default and Termination

- Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
- If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
- Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Park Commissioners to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

5. Payment

- Payments will be made every thirty (30) calendar days
- Before final payment is released the Contractor must satisfy the following:
 - (1) All parts and labor meet requirements stated in the specifications.
 - (2) Provide copies of test reports or cut sheets on all materials supplied.
 - (3) Provide As-Built drawings as applicable and zone listing maps.

6. Tax Exempt

- Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

5. Appendices

- A. Project Locations
- B. Price Table for Monthly Monitoring Services:
- C. Schedule of Values for Primary Hardware:

****END****

- ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

Appendix A

Location Matrix:

- This list details the main locations that will be addressed as part of this RFP. The City reserves the right to add or subtract any City properties if it determines it is in the City's best interest.

Location	Address
Martin Luther King JR Recreation Center	1522 Linden Ave, South Bend, IN 46628
Howard Park Historic Lodge	317 S St Louis Blvd, South Bend, IN 46617
VPA Maintenance Building	1020 High St., South Bend, IN 46601
O'Brien Recreation Center	321 E Walter St, South Bend, IN 46614
Kennedy Water Playground	756 Eclipse Pl, South Bend, IN 46628
Charles Black Recreation Center	3419 W Washington St, South Bend, IN 46619
City Cemetery Garage	214 Elm Street, South Bend, IN 46616
Forester Garage	4016 Fellows St, South Bend, IN 46614
Rum Village Nature Center	2626 S Gertrude St, South Bend, IN 46614
Leeper Tennis Building	837 N Lafayette Blvd, South Bend, IN 46601
Byer's Softball Concessions	4802 Meadow Ln, South Bend, IN 46619
Byer's Softball Garage	4802 Meadow Ln, South Bend, IN 46619
Pinhook Community Center	2801 Riverside Dr, South Bend, IN 46616
Potawatomi Conservatory	2105 E Mishawaka Ave, South Bend, IN 46615
Potawatomi Pool	2000 Wall St, South Bend, IN 46615
Howard Park Main Buildings	219 S St Louis Blvd, South Bend, IN 46617

