

City Council Agenda Items  
and  
Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date  
Agenda Items Only

Chris Doughty  
Submitted By

IT  
Division

Finance and Internal Services  
Department

Action Required:

A resolution awarding a contract resulting from RFP 13-11, Access Control and Security System to Royal Communications, Inc. for a period of one (1) year with four (4) automatic renewal options based on the enclosed contract.

Varies by Division	\$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
Varies by Division	\$ -	
Account Number	Funds Used to Date	Program / Project Category Name
Varies by Division	\$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

Paul a. Becher 10-18-2013  
Department Director Date

Previous Ordinance or Resolution # \_\_\_\_\_

[Signature] 10-18-13  
City Attorney Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul a. Becher 10-21-2013  
Finance and Internal Services Director Date

Received in City 10-13 13P02:50 RCVD  
Clerk's Office [Signature]

Paul a. Becher for Don Mann 10-22-2013  
Chief of Staff Date

[Signature] 10/22/13  
Mayor Date

Received in Mayor's Office  
ENTERED 10/21/13

Comments:

## **CITY COUNCIL AGENDA MEMO**

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**To:** Mayor Lioneld Jordan & Fayetteville City Council

**Thru:** Paul A. Becker, Finance and Internal Services Director P A B .

**From:** Chris Doughty, City Network Engineer

**Date:** Friday, October 18, 2013

**Subject:** RFP 13-11, Access Control and Security System – Contract for Award

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### **PROPOSAL:**

It is the desire of the City to begin moving toward the goal of having a single access control and security platform for all facilities. The City solicited competitive proposals from firms, via RFP 13-11, capable of providing a S2 system, with the capability of expanding and incorporating all city facilities. This new access control and security system has the features and interoperability desired for this type of system and provides integration into the existing systems currently owned by the City.

The City advertised, requesting proposals from firms capable of providing the access control and security system in July. Proposals were received in August 2013. A total of three firms responded. The selection committee voted in favor of recommending a contract to Royal Communications, Inc.

### **RECOMMENDATION:**

Based on voting from the selection committee, it is recommended to award a contract to Royal Communications, Inc. This contract will be valid for one (1) year and have an option to automatically renew for an additional four (4) one year terms, resulting in a total possible contract time of five (5) years.

### **BUDGET IMPACT:**

Budget for projects will depend on the individual department or division. Any project exceeding \$20,000 will be brought before the City Council for approval.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING RFP #13-11 AND AUTHORIZING A CONTRACT WITH ROYAL COMMUNICATIONS, INC. FOR AN ACCESS CONTROL AND SECURITY SYSTEM FOR A PERIOD OF ONE (1) YEAR WITH FOUR (4) AUTOMATIC RENEWAL OPTIONS

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #13-11 and authorizes a contract with Royal Communications, Inc. for an access control and security system for a period of one (1) year with four (4) automatic renewal options.

**PASSED and APPROVED** this 5<sup>th</sup> day of November, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

## CONTRACT

**REFERENCE: RFP 13-11, Access Control and Security System**

**Vendor: Royal Communications, Inc.**

**Term: 1 year with 4 one year renewal options**

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Fayetteville, Arkansas, and **Royal Communications, Inc.** in consideration of the mutual covenants contained herein, the parties agree as follows.

### WITNESSETH:

WHEREAS, City has previously determined that it has a need for a PROVIDER ACCESS CONTROL AND SECURITY SYSTEM; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 13-11 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to **Royal Communications, Inc.**; and

WHEREAS, **Royal Communications, Inc.** has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** **Royal Communications, Inc.** hereby agrees to provide the City with an ACCESS CONTROL AND SECURITY SYSTEM, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.

2. **Time of Service:** Services shall be performed in a timely manner, as specified.

3. **Term of Agreement:** Initial contract period will be for one year from date of this contract, with work issued in separate phases of work. Contractor shall not begin work until receipt of Notice to Proceed from the City for each phase. This agreement may be renewed for four (4) consecutive one (1) year terms. This agreement shall renew annually, conditioned on budgeted funds approval by the Fayetteville City Council. Individual projects over \$20,000 shall be subject to approval from the Fayetteville City Council prior to issuance of any Notice to Proceed.

a. Police Department phase shall be completed within 45 calendar days after Notice to Proceed has been issued by the City.

- b. Solid Waste & Recycling phase shall be completed within 45 calendar days after Notice to Proceed has been issued by the City.
- c. Airport phase shall be completed within 30 calendar days after Notice to Proceed has been issued by the City.
- d. Any subsequent phase shall be completed within 45 calendar days after Notice to Proceed has been issued by the City.

4. Amendment of Contract: This Contract may be amended only by mutual written agreement of the parties.

5. Assignment and Subcontracting: **Royal Communications, Inc.** shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, **Royal Communications, Inc.** shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation: The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to **Royal Communications, Inc.** of the intent to cancel, or with cause if at any time **Royal Communications, Inc.** fails to fulfill or abide by any of the terms or conditions specified. Failure of **Royal Communications, Inc.** to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

7. Compensation: As compensation for **Royal Communications, Inc.** providing services to the City as described herein, the City shall pay **Royal Communications, Inc.** as outlined in RFP 13-11.

8. Permits & Licenses: **Royal Communications, Inc.** shall secure and maintain any and all permits and licenses required to complete this contract.

9. **Royal Communications, Inc.** agrees to pay wage rates issued and applicable by the Arkansas Department of Labor for all projects exceeding \$75,000.00.

10. Minimum Insurance Requirements: **Royal Communications, Inc.** shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. **Royal Communications, Inc.** shall provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. **Royal Communications, Inc.** shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as **Royal Communications, Inc.** Insurance at minimum shall be: Workmen's Compensation: Statutory Amount, Comprehensive General & Automobile Insurance, and Bodily Injury Liability \$500,000 for each person injured; \$1,000,000 for each accident, and Property Damage Liability \$500,000 aggregate.

11. Indemnification: **Royal Communications, Inc.** shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said **Royal Communications, Inc.**; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of **Royal Communications, Inc.**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by **Royal Communications, Inc.** represents specific consideration for this indemnification obligation.

12. Governing Law & Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case without regard to conflicts of law principles.

13. Severability: The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

14. Changes in Scope or Price: Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

15. Freedom of Information Act: Documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, **Royal Communications, Inc.** shall do everything possible to provide the documents in a prompt and timely manner as

prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

16. Documents Comprising Contract: The contract shall include this Agreement for a PROVIDER FOR ACCESS CONTROL AND SECURITY SERVICES, as well as the following documents, which are incorporated herein by reference. If there is a conflict between the terms of this Agreement and the below referenced documents, the conflict shall be resolved as follows: terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their below listed order.

- a. City of Fayetteville’s Request for Proposal and all of its addenda and attachments;
- b. **Royal Communications, Inc.** final pricing schedule and rates;
- c. **Royal Communications, Inc.** Certificate of Insurance as required, listing the City as an additional insured;
- d. **Royal Communications, Inc.** 100% performance and payment bond, which shall be submitted within ten (10) calendar days from Notice of Award.
  - i. One hundred performance and payment bond shall be issued for the total cost of implementing the initial three projects as outlined in RFP 13-11. Any additional project exceeding \$20,000 shall have a job specific 100% performance and payment bond.
- e. **Royal Communications, Inc.** submitted Proposal and response to RFP 13-11.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ROYAL COMMUNICATIONS, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Michael Fleharty

\_\_\_\_\_  
LIONELD JORDAN, Mayor

Michael Fleharty V.P.  
Printed Name & Title

ATTEST:

ATTEST:

Donna Fleharty  
Company Secretary

\_\_\_\_\_  
Sondra Smith, City Clerk

P.O. Box 475  
Business Address

Date Signed: \_\_\_\_\_

Alexander, AR 72002  
City, State & Zip Code

Date Signed: 10-17-13



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**

**REQUEST FOR PROPOSAL: RFP 13-11, Access Control and Security System**

**DEADLINE: Friday, August 09, 2013 before 2:00:00 PM, local time**

**Pre-Proposal Conference: Wednesday, July 31, 2013 at 10:00 AM – Room 326**

**RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**

**PURCHASING AGENT: Andrea Foren, CPPB, CPPO, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**

**DATE OF ISSUE AND ADVERTISEMENT: Friday, July 19, 2013**

**REQUEST FOR PROPOSAL**  
**RFP 13-11, Access Control and Security System**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

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



City of Fayetteville  
RFP 13-11, Access Control and Security System  
Advertisement

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**City of Fayetteville, AR  
Request for Proposal  
RFP 13-11, Access Control and Security System**

The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing access control and security equipment and services for projects spanning the next 5 years.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **Friday, August 09, 2013 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the process should be directed to Andrea Foren, CPPB, CPPO at [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) or (479)575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPO, CPPB  
Title: Purchasing Agent  
Ad date: 07/19/2013

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION A: General Terms & Conditions

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1. **SUBMISSION OF A PROPOSAL SHALL INCLUDE:**

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

## **2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

## **3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

## **4. EVALUATION CRITERIA:**

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

## **5. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

## **6. ORAL PRESENTATION:**

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

## **7. CONFLICT OF INTEREST:**

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**8. WITHDRAWAL OF PROPOSAL:**

- a. A proposal may be withdrawn at any time.

**9. LATE PROPOSAL OR MODIFICATIONS:**

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

**10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**11. COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

### **13. CITY INDEMNIFICATION:**

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

### **14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

### **15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

### **16. PAYMENTS AND INVOICING:**

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

### **17. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

### **18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the

City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**19. NON-EXCLUSIVE CONTRACT:**

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

**20. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**21. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

**22. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**23. DEBARRED ENTITIES:**

All Proposers shall complete and return the enclosed "Debarment Certification Form" with their bid. The City of Fayetteville will not award a contract to any contractor that is debarred, suspended, or proposed for debarment by the federal government.

**24. OTHER GENERAL CONDITIONS:**

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail ([aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail ([aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- l. The following documents are included with this solicitation: N/A

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION B: Scope of Services and General Information

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**1.) BACKGROUND:**

- a. It is the desire of the City to begin moving toward the goal of having a single access control and security platform for all facilities. The City of Fayetteville recently purchased an access control system for a new facility located at Drake Field. This system is capable of expanding and incorporating all city facilities and has the features and interoperability desired for this type of system.

**2.) INTENT:**

- a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide access control and security system service and equipment for various City facilities over the next 5 years.

**3.) APPROACH:**

- a. Proposer shall provide pricing for the specific scopes of work for immediate projects and basic time and materials quotes for possible future projects. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all immediate required services will be provided.

**4.) PRE-PROPOSAL CONFERENCE:**

- a. The City of Fayetteville will hold a non-mandatory pre-proposal conference on **Wednesday, July 31, 2013 at 10:00 AM, local time**. This conference will be held at City Hall, Room 326 at 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

**5.) GENERAL:** It is the intent of the City to purchase and install each project listed below in the time frame provided; however, all projects are subject to administrative and budget approval.

- a. **Project A:** Police Department Access Control Project, (to be purchased and installed immediately upon contract award).
  - a. Address: 100A W. Rock St., Fayetteville, AR 72701
- b. **Project B:** Solid Waste & Recycling Access Control and Security System (to be purchased and installed immediately upon contract award )
  - a. Address: 1560 S. Happy Hollow Rd. , Fayetteville, AR 72701
- c. **Project C:** Airport Gates and Badging (to be purchased and installed immediately upon contract award )
  - a. Address: 4500 S. School Ave. , Fayetteville, AR 72701
- d. **Project D** Central Access Control System Upgrades: (to be purchased and installed immediately upon contract award )
- e. **Project E:** City Shop/Fleet (to be purchased and installed in within approximately 3-6 months of contract award).
  - a. Address: 1525 S. Happy Hollow Rd., Fayetteville, AR 72701
- f. **Project F:** Parks Cameras and Access Control System (to be purchased and installed in within approximately 3-6 months of contract award)
  - a. Address: 1455 S. Happy Hollow Rd., Fayetteville, AR 72701
- g. **Project G:** Animal Shelter Cameras and Access Control System (to be purchased and installed in within approximately 24 months of contract award)
  - a. 1640 S. Happy Hollow Rd., Fayetteville, AR 72701
- h. **Project H:** Fire Department Access Control System (to be purchased and installed in within approximately 12-24 months of contract award). Could include 7 Fire Stations and 1 Fire Marshal Office.
  - a. Addresses include:



- i. Fire Station #1 (Central): 303 W. Center St., Fayetteville, AR 72701
  - ii. Fire Station #2: 708 N. Garland Ave., Fayetteville, AR 72701
  - iii. Fire Station #3: 1050 Happy Hollow Rd., Fayetteville, AR 72701
  - iv. Fire Station #4: 3385 Plainview Ave., Fayetteville, AR 72701
  - v. Fire Station #5: 2979 N. Crossover Rd., Fayetteville, AR 72701
  - vi. Fire Station #6: 900 S. Hollywood Ave., Fayetteville, AR 72701
  - vii. Fire Station #7: 835 N. Ruppel Rd., Fayetteville, AR 72701
  - viii. Fire Marshal Office: 833 N. Crossover Rd., Fayetteville, AR 72701
- i. **Project I: City Hall, Engineering/Planning, and Building Maintenance Access Control System** (to be purchased and installed in within approximately 24-36 months of contract award)
- a. Addresses include:
    - i. City Hall: 113 W. Mountain, Fayetteville, AR 72701
    - ii. Engineering/Planning: 125 W. Mountain, Fayetteville, AR 72701
    - iii. Building Maintenance: 115 S. Church Ave., Fayetteville, AR 72701
- j. **Project J: Water/Sewer Operations and Wastewater treatment plant facilities Access Control System** (to be purchased and installed in within approximately 24-36 months of contract award)
- a. Address: 2435 S. Industrial Dr., Fayetteville, AR 72701

**6.) DETAILED PRICING:** The City of Fayetteville is requires pricing to be submitted from each Proposer in the form provided in this RFP. Schedule time frames presented are subject to budget approval. Sales taxes shall NOT be included in pricing provided to the City. The City is not a tax exempt entity. Prices shall have taxes applied at the time of invoice for all taxable items.

- a. Schedule A: These projects are anticipated to have a Notice to Proceed issued as soon as possible after contract award. Pricing shall be provided based on the definitions provided below. Pricing for schedule A shall include all labor, materials, shipping, warranty, and complete installation for all services specified in this RFP. **Sales tax shall not be included in pricing but will apply upon invoicing.** The City of Fayetteville is not a sales tax exempt entity.
- b. Schedule B: These projects are anticipated to have a Notice to Proceed issued within 3-6 months after contract award. Pricing shall be provided based on the definitions provided below.
- c. Schedule C: These projects are anticipated to have a Notice to Proceed issued within 12-24 months after contract award. Pricing shall be provided based on the definitions provided below.
- d. Schedule D: These projects are anticipated to have a Notice to Proceed issued within 24-36 months after contract award. Pricing shall be provided based on the definitions provided below.
- e. Schedule E: Schedule E shall apply to Schedule B, C, and D ONLY. However, this schedule may also apply to Schedule A only in the event of pre-approved changes in scope of work varied from what is listed in this RFP.

**7.) PRICING DEFINITIONS:** The following terms shall apply to this RFP, including but not limited to the City's Proposal Pricing Form (included with this RFP). Sales taxes shall NOT be included in pricing provided to the City. The City is not a tax exempt entity. Prices shall have taxes applied at the time of invoice for all taxable items.

- a. Total Turn Key Price: Complete Pricing based on provided specifications for the location.
- b. Percent (%) Discount off of MSRP for additional items outside of spec:
- c. Hourly Installation Rate – Primary Installer (per hour):
- d. Hourly Installation Rate – Assistant Installer (per hour):

- e. **Mark Up Percentage (%):** Mark up percentages shall only apply to applicable Schedules, as defined in the section above. The mark up percentage shall be added to the Proposers cost for the actual materials only for items not presented on the MSRP retail sheet.
- f. **MSRP (Retail Pricing), *Manufacturer's Suggested Retail Price:*** Pricing shall be provided on a MSRP sheet by each Proposer for all major core items needed for the overall system for all locations. The Proposer shall provide a current MSRP schedule/information with proposal. The Proposal Pricing Form provided to the City by each Proposer shall include a percentage off MSRP (% discount) the Proposer will provide to the City.
- g. **Invoicing:** Invoicing to the City shall be detailed, clear, and easily auditable in relation to the pricing submitted on the Proposal Pricing Form.

## 8.) SPECIFIC SCOPES OF WORK:

### a. **PROJECT A: Police Department Access Control**

- i. Proposer shall expand CITY'S S2 Access Control System to add the capability of a total of twenty-six (26) doors to the system; however, this RFP only includes installation of twenty-five (25) doors.
- ii. Removal of existing system. The City shall retain all parts removed of the existing system. All existing system hardware shall remain the property of the City of Fayetteville.
- iii. An electric door strike shall be installed on each of the existing access doors except for two door locations which will receive an electromagnetic lock (Main Police Station Upstairs and exterior door at the Downtown Legacy Building). All other door locations shall be installed with a mortised electric strike and face plate, with the exception of the Records door at the Main Police Station which will be installed with a surface mount electric strike due to the different door opening hardware on this door. A PIR motion device shall be installed on the opposite side of the door from the card reader, to allow for proper door status reporting when any person exits through the door from the inside. The electric door strike shall allow for free egress from the inside through the door by turning a lever handle and pushing the door open. The two doors with mag locks shall have an exit button to push to exit through those doors. The PIR device shall signal and unlock the door when someone approaches it from the inside as a backup to the exit button in case of any mechanical failure.
- iv. This Scope of Work includes the addition of the following access controlled doors:
  - 1. Capability of up to twenty (20) doors at the Main Police Station location and only providing installation on nineteen (19) with proximity card readers.
    - a. Proposer shall install two (2) new 8-door controllers and two (2) new 2-door controllers. This shall allow the connection of interior doors, the upstairs outside door, leaving two (2) additional doors for future expansion on the new controllers.
    - b. Main station upstairs west exterior door shall include installation of a electromagnetic lock and no electric door strike.
  - 2. Up to two (2) doors at the Downtown Legacy Building remote site. Proposer shall install one (1) new 2-door controller.
    - a. Installation shall be made on the existing exterior door and have the capability of adding one (1) additional door/reader.
    - b. This exterior door has a concrete wall construction around the door. Awarded Proposer shall run conduit, install lock with an interior Exit Button. Door strike shall not be installed on this door.
    - c. Exterior door of this location shall include installation of a electromagnetic lock and no electric door strike.
  - 3. Up to two (2) doors at the Washington Regional Medical Center remote site. Proposer shall install one (1) new 2-door controller.

- a. Installation shall be made on the existing interior door and have the capability of adding one (1) additional door/reader.
4. Up to two (2) future additional doors at the Northwest Arkansas Mall/COP Office remote site.
  - a. Install one (1) 2-door controller for future door expansion of up to two (2) doors.
- vi. Proposal shall include installation of Door Control Panels in the computer room location and shall be connected to the network. The new door controllers shall have a dedicated power supply and a 12 VDC backup battery. Each door strike, mag lock, exit button and PIR device shall be powered separately from the controllers and the power supply for these units will be installed by the new controllers. The CITY shall be responsible for providing PROPOSER with AC power at the Door Control locations. S2 controllers shall be installed at each CITY site listed herein. Proposal shall provide for the integration to the PD fire alarm panel.
- vii. Changing-out/Replacing Existing Schlage Door Locking Systems
  1. The replacement of the Schlage door locking systems including door handles/latches, key pads and cover plates shall be performed by a licensed locksmith. PROPOSER shall remove all eighteen (18) of the existing door locking mechanisms and replace them with new locking Lever Handles and Cover Plates. Replacement door hardware must match and conform to the design of the existing doors to the satisfaction of the CITY.
  2. All removed items from the current Schlage locking door system shall become the property of the City of Fayetteville.
- v. Proposer shall provide all equipment and materials as specified herein and all labor and services required for the Expansion of the existing S2 Access Control system and Changing-out/Replacing the existing Schlage door locking systems for the Fayetteville Police Department (CITY). The City of Fayetteville Police Department is located at 100-A W. Rock Street in Fayetteville, Arkansas. This Scope of Work includes three remote site locations, including police offices at the Dickson Street Legacy Building, Washington Regional Medical Center and the Northwest Arkansas Mall. CONTRACTOR will deliver the project mechanically complete and ready for commissioning in accordance with the drawings, specifications, and this Scope of Work document.
- vi. Proposer shall be an existing Access Control Dealer/ Integrator for a minimum of three (3) years in the access control and security industry.
- vii. The replacement of the current Schlage door locking systems including door handles/latches, key pads and cover plates shall be performed by a licensed locksmith. Replacement door hardware shall match and conform to the aesthetics and design of the doors to the satisfaction of the City of Fayetteville.
- viii. Proposer in strict accordance with this Scope of Work document, exhibits, and the documents and clarifications referenced hereunder, shall furnish all qualified labor, supervision, management, materials (both permanent and consumable), QA/QC (both testing and reporting), all administrative functions, construction and transportation equipment, construction tools, material handling and control, all safety equipment, first-aid, medical support and emergency services, progress/quantity/cost and schedule reporting, insurance, and each item of expense necessary to perform the complete S2 System Expansion and Changing-out/Replacing the existing Schlage door locking systems installation on a non-exclusive, all inclusive lump sum basis. The WORK shall be performed in accordance with the latest applicable industry standards and codes, the specifications, and drawings provided under this Scope of Work, and to the full and complete satisfaction of the CITY.
- ix. Proposer shall provide all staff functions such as document control, material receiving and control, safety, quality assurance, job progress reporting, cost and schedule control, project turnover, etc.
- x. Proposer shall submit a preliminary installation schedule along with manpower loading plans, an equipment schedule and an indirect overhead personnel schedule with proposal. CITY and PROPOSER shall review such schedule and determine mutually agreeable dates for PROPOSER deliverables, which will effectively support the execution of the WORK. A detailed schedule incorporating agreed dates shall be submitted within two weeks of contract award.

- xi. The jobsite work schedule will be Monday-Friday, 5 days per week, from 8:00 AM – 4:30 PM. Proposer may propose other work schedules as appropriate to meet the schedule objectives, or as deemed necessary to man the project.
- xii. Proposer shall only work when allowed by the City of Fayetteville via prior authorization.
- xiii. PROPOSER shall furnish all equipment necessary to; receive, inspect, transport, load and unload PROPOSER supplied materials to and from the material staging area(s).
- xiv. Security and liability shall not be provided by CITY for materials/equipment left unattended.
- xv. PROPOSER shall furnish all permanent materials required to complete the expansion of the Access Control System and Changing-out/Replacing the existing Schlage door locking systems portion of this project except as specifically noted in this scope. Materials to be furnished by PROPOSER shall be provided in accordance with the specifications listed throughout this scope and include but not be limited to, all:
  - 1. Conduit and accessories, non-plenum wire, cable, fittings and accessories for interior and exterior wire pulls including low voltage wiring.
  - 2. Wire and cable in quantities, types, and required sizes to connect all of the required equipment. Wiring will be concealed and properly cable managed.
  - 3. Miscellaneous mounting hardware for all devices and supports.
  - 4. All consumable items such as tape, tie-wraps, Velcro, wire markers, wire nuts, etc.
  - 5. All Access Control Software and multi-user licensing.
  - 6. Provide all Access Control door hardware including, but not limited to 1200 lb. electromagnetic locks, mortised electric door strikes and face plates, surface mount door strikes, door controllers, request-to-exit buttons, PIRs, card readers, recessed door contact switches. Controllers must each have their own power supply and battery backup. PROPOSER shall utilize brands approved by CITY.
  - 7. Interface boards and equipment/material for TCP/IP Communications between all door controllers over the network.
  - 8. Door handles/latches, key pads and cover plates to replace existing Schlage systems.

**b. Solid Waste and Recycling**

**i. Video Surveillance**

- 1. Provide S2 NetVR Video Server(s) to support up to 24 cameras
- 2. Install Bosch Starlight cameras with mounts and IR Illuminators to 3 existing light poles around the Recycling drop-off
- 3. Run Outdoor Cat5e and IR Illuminator power wire in existing conduit to the 3 camera locations.
- 4. Install Conduit from pull box to the center pole for the third camera.
- 5. Install camera near main gate for the purpose of capturing license plate numbers. Will need conduit from a nearby pull box and cat5e/illuminator wire from main control box.
- 6. Bosch Starlight Dome Camera with mount installed on light pole overlooking dumpsters at the Legacy Building
- 7. Install three Bosch Starlight cameras with mounts and IR illuminators at the North Street drop off location.
- 8. Install two Bosch Starlight cameras with mounts and IR illuminators at the Compost Facility.
- 9. Install two Bosch Starlight cameras with mounts and IR illuminators at the Solid Waste truck locations.

**ii. Access Control**

- 1. Install 6 door Network Node to replace existing continental access panels in the security room.
- 2. Install 24V power supply.
- 3. Add reader and mag lock to security room door.

4. Provide licensing and other necessary equipment for Badging.
5. Install Proximity Reader at existing gate and provide pricing for additional future gates.
6. Install all cabling required for gate control.
7. Installation of 2 door Network node and all necessary door hardware for full access control at the Legacy building dumpster location.
8. Installation of 2 door Network node and all necessary door hardware for full access control at the Compost facility.
9. Provide all cabling needed for system and cameras.
10. City will provide POE switch.
11. City will provide 110 AC power.

**c. Airport Gates and Badging**

- i. Provide door controller(s) for terminal, fuel farm, and man gates located at and around the airport administration building. Utilize existing cabling, card readers, gate actuators, and enclosures.
- ii. Connect existing reader to existing S2 controller located at the Ernest Lancaster gate.
- iii. Provide Licensing for Badging
- iv. Provide Licensing for integration with existing Exacq Vision DVR and Panasonic cameras.
- v. Migrate existing badges and users to the new system.

**d. Central Access Control System Upgrades:**

- i. For the City's access control system, only S2 solutions will be considered as provided by proposal
- ii. Licensing required for Database Partitioning to separate out Police Department and City Users as well as other divisions where applicable.
- iii. Licensing required to cover the number of doors being added to the system.
- iv. Upon satisfactory on-line operation of the system hardware and firmware, the entire installation including all subsystems shall be inspected to the satisfaction of the City. PROPOSER shall perform all tests, furnish all test equipment and consumable supplies necessary and perform any work as required to establish performance levels for the system in accordance with the specifications. Each device shall be tested as a working component of the completed system. All system controls shall be inspected for proper operation/response.

**e. Shop/Fleet Cameras**

- i. Install 3 fixed Bosch Starlight Dome Cameras with mounts to monitor designated areas.
- ii. Install 2 PTZ Bosch Dome Camera for monitoring.
- iii. All Cameras will be recorded on the NetVR located at the Solid Waste Facility.
- iv. Furnish and install all cat5e cabling required to connect cameras. POE switch provided by the City.

**f. Parks Cameras and Access Control**

- i. Video Surveillance
  1. Install 2 Cameras to monitor designated areas
  2. Cameras will be recorded on the NetVR located at the Solid Waste Facility.
  3. Furnish and install Cat5e cabling required to connect cameras to the network. POE switch provided by the City.
- ii. Access Control
  1. Provide Network Node, cabling, readers, and all required door hardware for the 4 outside doors located on each side of the building.
  2. Installation of 24V power supply.

**g. Animal Shelter Cameras and Access Control**

- i. Video Surveillance
  1. Install 2 Bosch Starlight Dome cameras with audio in the front office to monitor the 2 customer counters.
  2. Install wide angle Bosch Starlight Dome Camera above rear outside door to monitor clinic and Kennel.
  3. All Cameras will be recorded on the NetVR located at the Solid Waste Facility.

4. Provide and install all cabling necessary to connect cameras to the network. (POE Switch will be provided by City)
- ii. Access Control
  1. Provide network node, cabling, readers, and all required door hardware for 4 outside doors. These include the front doors to the clinic, kennel, and main office as well as the back door to the main office.
  2. Install 24V Power supply.
- h. **Department Access Control System**
  - i. Replace all Schlage reader/door locks with applicable door controllers, readers, cabling, and misc. hardware necessary at all Fire Stations (total of 7) and the Fire Marshal's Office (single location).
  - ii. Migrate existing users and fob information.
- i. **City Hall and Surrounding buildings Access Control System**
  - i. Replace all Schlage reader/door locks with applicable door controllers, readers, cabling, and misc. hardware necessary at City Hall, Planning/Engineering, and Building Maintenance facilities.
- j. **Water/Sewer Operations Access Control System**
  - i. Replace existing Hirsch door controllers utilizing all existing electric strikes, cabling, and readers at the Water/Sewer Operations facilities and the 2 wastewater treatment plants.
  - ii. Configure badging and migrate all existing users to the new system.

9.) **WARRANTY:** All Proposers shall provide standard manufacturer's warranty on all products installed. Proposers shall provide information with proposal pertaining to all warranty descriptions. Warranty will be a considering factor in evaluation.

#### 10.)EXPERIENCE:

- a. Personnel:
  - i. **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.
  - ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
    - Position Title
    - Tenure with Proposer
    - Manufacturers certification for equipment service & repair (by model)
    - Experience
    - Other related information
- b. Company:
  - i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
  - ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
  - iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

#### 11.)COMPANY ORGANIZATION:

- a. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

- b. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- c. **Overview:** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.
- d. **Evaluation Method:** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

#### 12.)IMPLEMENTATION:

- a. Onsite training shall include:
  - i. Two (2) general users from the City
  - ii. Up to four (4) system administrators to manage the system operation and configuration and set up users.
- b. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

#### 13.)CONTRACT FORMATION:

- a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

#### 14.)PROPOSAL CONTENT:

- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

#### 15.)TERM OF CONTRACT:

- a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

#### 16.)DEMONSTRATION & ORAL PRESENTATION:

- a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- b. A demonstration of the system may be required before a final decision is made. The purchasing agent will schedule all demonstrations.

## 17.) SELECTION CRITERIA:

**SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway. The Firm's ability and commitment to complete the project in the timeframe outlined by the City will also be taken into consideration. Evaluation of Integration into existing systems will also be a deciding factor.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Complete pricing to the City for all services described herein. The City shall pay an annual base fee. Annual fees shall not be dictated by subscribers. There shall be no additional "per user" charges.



City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION D: Vendor References

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The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_ HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

2. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

3. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

4. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION E: Signature Submittal

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**1. Disclosure Information**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

\_\_\_\_\_ 1) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

**2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

Title of Primary Contact: \_\_\_\_\_

Phone#1 (cell preferred): \_\_\_\_\_ Phone#2: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.**

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICE BID:

***Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.***

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.**

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION F: Proposal Pricing Form

**All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.**

**All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.**

Schedule A: Projects to be completed immediately upon contract award.					
		<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
A1	Police Department	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	Central Access Control System Upgrades	\$ _____			
<b>*Pricing Definitions</b>					
*(i) <u>Total Turn-Key Pricing</u> : Complete Pricing based on provided specifications for the location.					
*(ii) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
*(iii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
*(iv) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$_____ per hour	\$_____ per hour
B2	Parks & Recreations	_____ % off	\$_____ per hour	\$_____ per hour
<b>*Pricing Definitions</b>				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$_____ per hour	\$_____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$_____ per hour	\$_____ per hour
<b>*Pricing Definitions</b>				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100.	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
<b>*Pricing Definitions</b>		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications.		

This form includes Schedules A – E  
END OF FORM



# RFP 13-11, Addendum 4



**Date:** Monday, August 12, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPO, CPPB – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Modification on Section F: Proposal Pricing Form**

a. All Proposers shall include licensing badging in items A5 and A6, respectively.

i. **Reference Pricing Proposal Form issued with Addendum 3; Line Item A5 is hereby modified to read:** Licensing and badging costs for upgrading from 16 to 64 portals.

ii. **Reference Pricing Proposal Form issued with Addendum 3; Line Item A5 is hereby modified to read:** Licensing and badging costs for upgrading from 16 to 128 portals.

2. Proposers are required to send only one copy of MSRP retail pricing sheets. Proposal submittal requirements are modified to the following:

a. All Proposers shall submit ten (10) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device; **however, Proposers only need submit one (1) hard copy of any MSRP retail pricing sheets. Current MSRP retail pricing sheets shall be included in the electronic copy.** The use of Adobe PDF documents is strongly recommended. Files contained on the electronic media shall not be restricted against saving or printing. The electronic copy shall include an electronic replica of all papers submitted. Electronic copies shall not be submitted via e-mail.



# RFP 13-11, Addendum 3



**Date:** Thursday, August 08, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Section F: Proposal Pricing Form is hereby replaced and attached.** All Proposers shall use the revised pricing forms **provided in Addendum 3**. Failure to correctly submit accurate pricing forms can result in Proposal rejection.
2. Revision of the Proposal Pricing Form includes the following changes:
  - a. Line A1 for Police Department: **Portal Licensing removed**; PRICE PROPOSED FOR LINE ITEM A1 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
  - b. Line A2 for Solid Waste: **Portal Licensing removed**; PRICE PROPOSED FOR LINE ITEM A2 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
  - c. Line A3 for Airport: **Portal Licensing removed, add Feature Licenses**; PRICE PROPOSED FOR LINE ITEM A3 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
  - d. **Line A5 added: Licensing cost for upgrading from 16 to 64 portals.** The City will evaluate portal needs and make a decision on which package to purchase. The City intends to purchase Line A5 or Line A6.
  - e. **Line A6 added: Licensing cost for upgrading from 16 to 128 portals.** The City will evaluate portal needs and make a decision on which package to purchase. The City intends to purchase Line A5 or Line A6.

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION F: Proposal Pricing Form – Revised per Addendum 3

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: \_\_\_\_\_

Schedule A: Projects to be completed immediately upon contract award					
Proposal Pricing Form, Addendum 3					
Item#	Location	i Total Turn Key Price*	ii % Discount off MSRP for Additional Items outside of spec**	iii Hourly Installation Rate - Primary Installer (per hour)***	iv Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ _____	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ _____ PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ _____ PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
<b>*Pricing Definitions</b>					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$ _____ per hour	\$ _____ per hour
B2	Parks & Recreations	_____ % off	\$ _____ per hour	\$ _____ per hour
<b>*Pricing Definitions</b>				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$ _____ per hour	\$ _____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$ _____ per hour	\$ _____ per hour
<b>*Pricing Definitions</b>				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	Pricing		
		<i>i</i>	<i>ii</i>	<i>iii</i>
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
D1	City Hall, Engineering/Planning, and Building Maintenance	_____ % off	\$ _____ per hour	\$ _____ per hour
D2	Water & Sewer Operations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

**END OF ADDENDUM 3 – REVISED SECTION F**

# RFP 13-11, Addendum 2



**Date:** Wednesday, August 07, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

• **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Section F: Proposal Pricing Form is hereby replaced with the included revised Section F.** All Proposers shall use the revised pricing forms provided in this Addendum. Failure to use correct pricing forms will result in Proposal rejection.
2. All Proposers shall be licensed by the State of Arkansas Contractor Licensing Board at time of bid. Proposals from unlicensed entities shall not be accepted or considered.
3. The following insurance shall be required of the awarded Proposer within ten (10) calendar days of an issued Notice to Proceed. Certificates of insurance are not required to respond with the RFP; however, the requirements are being provided so that all Proposers have a clear understanding what will be required with a contract award. Certificate of Insurance shall list the City as an additional insured.
  - a. Worker's Compensation, Statutory amount
  - b. General Automotive Insurance
  - c. General Liability Insurance – minimum \$500,000
4. Any individual project exceeding \$75,000 will be subject to wage rates determined by the Arkansas Department of Labor.
5. Each proposal shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. Bid bond shall be based on **Item A4 (totaled by the sum of Item A1, A2 and A3)**.
6. A one hundred percent (100%) performance and payment bond is required with contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.
  - a. The price of required 100% performance and payment bond shall be included in the Total Turn Key Price listed in Schedule A1, A2 and A3.
  - b. For projects not applicable to Schedule A, the awarded Proposer shall provide a 100% performance and payment bond for any additional project exceeding \$20,000 for Schedule B, C, and D. The City shall pay actual cost for bonds to Proposer. Proposer shall not add a mark up or fee in addition to the cost of the 100% performance and payment bond.
7. The **awarded Proposer** shall be subject to the following for all Police Department locations:

- a. All on-site persons will be required to sign a Vendor Confidentiality Agreement.
  - b. Vendor Confidentiality Agreement shall be signed on-site at the Fayetteville Police Department.
  - c. All on-site persons will be required to present a valid picture ID prior to signing such agreement.
8. The City of Fayetteville currently has S2 NetBox Extreme, licensed for 16 portals. Currently, 7 of these portals are in use. Remaining unused portals shall not be applied to locations listed in Schedule A.
- a. The remaining unused portals shall not be used or considered when determining licensing needs for Schedule A. Each location listed in Schedule A shall include all portal licensing needed for the complete project.
  - b. The City does not anticipate a need to upgrade to an S2 NetBox Enterprise level of licensing.
9. S2 equipment and software, or equal as determined by the City, shall be used. In the event a Proposer provides pricing for items other than S2 and such equipment is deemed not equal, such Proposer shall not be allowed to revise their Proposal.
10. Any conduit needed shall be the responsibility of the City of Fayetteville.
11. City shall retain ownership of all removed hardware.
12. The City desires to record HD quality for a minimum of two weeks. System shall be capable of recording audio as well.
13. The City of Fayetteville intends to re-use existing fobs. Proposer shall not include pricing for fobs in proposal.
14. Multi-class readers shall be installed for all locations on all doors specified.
15. Proposer shall be responsible for connecting the new access control and security system with the existing City fire alarm system in accordance with fire code. Proposer shall coordinate with the City on testing the integration of the access control system with the existing fire alarm system.
16. The City intends to re-use existing strikes and mag locks on all specified doors? Proposers do not include pricing for replacing these items. In the event a strike or a mag lock needs to be replaced, this will be handled via pre-approved change order.
17. All Proposers shall include replacement of cabling between doors and controllers.
18. Installing door reader on wall using surface mount conduit is allowed on locations where door frame is solid concrete. Door readers can be wall mounted at other locations with flush mount to the door frame or adjacent wall.
19. At the Police Department, main location, two evidence room doors shall be identically keyed separate from all other Police Department doors.
20. Grade 1 commercial product replacement required on all hardware replacements.
21. Electric strike shall be installed on all Schlage equipped doors.
22. Proposer shall not include pricing for door closure installation on any doors. In the event the City desires a closure to be installed, this will be handled post-bid via pre-approved change order.
23. Police Department Mall location currently has electric strikes and re-usable existing door hardware. Both the Legacy and WRMC locations for the Police Department have Schlage door locks which will require replacement.
24. Pricing shall include base door configuration for each specified door.
25. Proposers are responsible for field verifying existing conditions.

26. Proposers can assume compatibility for existing Airport badging system. In the event existing badging system is not compatible, the City will be responsible for providing compatible equipment.
27. Awarded Proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.
28. The City intends to award a single contract to one Proposer resulting from this RFP.
29. The City reserves the right to award additional projects on an as-needed basis. Pricing for additional as-needed projects shall be determined by the number of months past the contract award date in relation to the pricing schedules submitted.
30. Proposer shall be responsible for all permits required. Any permit issued by the City of Fayetteville will have permit fees waived; however, actual permit process shall still be completed.
31. Section G is hereby added via this addendum. Section G is a draft contract to be signed with the City by the selected Proposer/Vendor.

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION F: Proposal Pricing Form – Revised per Addendum 2

**All Proposers shall provide documentation clearly outlining total cost for each project per the attached “Proposal Pricing Form”. Failure to submit the required “Proposal Pricing Form” could result in your proposal being rejected as non-responsive.**

**All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.**

State of Arkansas Contractors License Number: \_\_\_\_\_

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 2					
		<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, additional required licensing, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, additional required licensing, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport: (including but not limited to all hardware, additional required licensing, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ _____	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
<b>*Pricing Definitions</b>					
**(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					



Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 2				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$ _____ per hour	\$ _____ per hour
B2	Parks & Recreations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 2				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$ _____ per hour	\$ _____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 2				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
D1	City Hall, Engineering/Planning, and Building Maintenance	_____ % off	\$ _____ per hour	\$ _____ per hour
D2	Water & Sewer Operations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 2		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF REVISED SECTION F

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION G: Draft Contract

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## CONTRACT

Reference: RFP 13-11, Access Control and Security System

Awarded Vendor: VENDOR NAME

Term: 1 year with 4 automatic renewal options

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This contract executed this \_\_\_\_\_ day of \_\_\_\_\_, 2031, between the **City of Fayetteville, Arkansas**, and VENDOR NAME. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. VENDOR NAME at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items per RFP 13-11 as stated in VENDOR NAME proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 13-11.
2. The City of Fayetteville shall pay VENDOR NAME based on its proposal form in pricing as shown in RFP response and attached to this contract. Payments will be made after approval and acceptance of work, submission of detailed invoice, and submission of certified payroll. Payments will be made within a maximum 30 days after acceptance of invoice. VENDOR NAME agrees to make detailed invoicing related documentation available to the City upon request (for example, during a post-award audit), including but not limited to actual cost of material, etc.
3. It is explicitly understood and agreed to by VENDOR NAME and the City of Fayetteville that the total amount of funding that the City of Fayetteville may use for this and four other similar contracts must be pre-approved by the Fayetteville City Council for all individual projects exceeding \$20,000.00. The City will order any work to be done by VENDOR NAME by issuing a Purchase Order for such work or project which shall be the City's assurance that sufficient funds remain to pay for such work or project. **VENDOR NAME shall not start work on any project unless and until it receives the City's Purchase Order for such work or project.**
4. The Contract documents which comprise this contract between the City of Fayetteville and VENDOR NAME consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Request for Proposal identified RFP 13-11 with all addendums, specifications & conditions.
  - B. VENDOR NAME proposal response, including mark up on materials and hourly rates.
5. These Contract documents constitute the entire agreement between the City of Fayetteville and VENDOR NAME and may be modified only by a duly executed written instrument signed by the City of Fayetteville and VENDOR NAME.
6. VENDOR NAME shall not assign its duties under the terms of this agreement.
7. VENDOR NAME agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
  - a. **Arkansas Department of Labor Prevailing Wage Rates - VENDOR NAME** agrees to pay wage rates issued by the Arkansas Department of Labor for all projects exceeding \$75,000.
8. VENDOR NAME shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, VENDOR NAME shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **VENDOR NAME**

9. **VENDOR NAME** to furnish proof of licensure and permits as required by all local and state agencies.
10. This contract may be terminated without penalty by the City of Fayetteville or **VENDOR NAME** with sixty (60) days written notice.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

**VENDOR  
NAME**

**CITY OF FAYETTEVILLE,  
ARKANSAS**

By: \_\_\_\_\_

\_\_\_\_\_

**LIONELD JORDAN, Mayor**

\_\_\_\_\_  
**Printed Name & Title**

ATTEST:

ATTEST:

\_\_\_\_\_  
**Company Secretary**

\_\_\_\_\_  
**Sondra Smith, City Clerk**

\_\_\_\_\_  
Business Address

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
City, State & Zip Code

Date Signed: \_\_\_\_\_

# RFP 13-11, Addendum 1



**Date:** Tuesday, August 06, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** RFP 13-11, Access Control and Security System

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This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. The deadline to submit a proposal in reference to this RFP has been extended. All proposals are due **before Friday, August 16, 2013 before 2:00 PM**, local time.
2. The City is planning on issuing Addendum 2 this week with clarifications and modifications from the pre-proposal conference held last week.
3. Attached is a copy of the sign-in sheet from the pre-proposal conference held on Wednesday, July 31, 2013.



City of Fayetteville  
Attendance Sheet

BID/RFP/RFQ #: RFP 13-11, Access Control Security System  
Description: Pre-Proposal Conference

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 07 / 31 / 13

Time: 10:00 AM

City staff e-mail includes "@ci.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	<u>Jeff Cooper</u>	<input checked="" type="checkbox"/> <u>FED-PRO</u>	<u>Security Inspector</u>	<u>918 746 4969</u>	<u>JCooper@FEDERALPROTECTION</u>
2	<u>Rick Berlfuss</u>	<u>Arkansas Security</u>	<u>SP Manager</u>	<u>479-935-99-11</u>	<u>cctv@arksswalar.com</u>
3	<u>GREG POWELL</u>	<u>ROYAL COMMUNICATIONS</u>	<u>Security Sales ENG.</u>	<u>479-725-0444</u>	<u>gpowell@royal.c.net</u>
4	<u>Kevin Murray</u>	<u>Fire</u>	<u>Asst. Chief</u>	<u>718-7632</u>	<u>kmurray@ci.fayetteville.ar.us</u>
5	<u>Kenny Yates</u>	<u>Police</u>	<u>Admin Capt.</u>	<u>587-3500</u>	<u>Kyates@ci.fayetteville.ar.us</u>
6	<u>Chris Doughty</u>	<input checked="" type="checkbox"/> <u>IT COF</u>	<u>Network Engineer</u>	<u>575-8706</u>	<u>cdoughty@fayetteville-ar.gov</u>
7	<u>Tyler Burroughs</u>	<input checked="" type="checkbox"/> <u>Master-Tech Electronics, Inc</u>	<u>Financial Officer</u>	<u>918-352-1746 Brandon Logan</u>	<u>blogan@mastertechok.com</u>
8	<u>Eric Watts</u>	<input checked="" type="checkbox"/> <u>Advanced Cabling</u>	<u>Estimator</u>	<u>479-866-7222</u>	<u>ewatts@advanced</u>
9	<u>JERRY COLLINS</u>	<input checked="" type="checkbox"/> <u>AV DESIGN CONSULTANTS</u>	<u>SALES/DESIGN</u>	<u>479-865-2201</u>	<u>T.collins@AVDesign.com</u>
10	<u>DAN HOBBS</u>	<input checked="" type="checkbox"/> <u>DVS</u>	<u>VP</u>	<u>918-557-6531</u>	<u>dhobbs@datavidensystems.com</u>
11	<u>DALE JOHNSON</u>	<u>Guard Tronic, Inc</u>	<u>Sales Consultant</u>	<u>479-245-2110</u>	<u>dale@guardtronic.com</u>
12	<u>Andrea Foren</u>	<input checked="" type="checkbox"/> <u>City of Fayetteville</u>	<u>Purchasing Agent</u>	<u>479-575-8220</u>	<u>aforen@ci.</u>
13					
14					
15	<input checked="" type="checkbox"/>	<u>Solid Waste @ 2:00 pm</u>			
16					
17					
18					
19					
20					



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220  
TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**

**REQUEST FOR PROPOSAL: RFP 13-11, Access Control and Security System**

**DEADLINE: Friday, August 09, 2013 before 2:00:00 PM, local time**

**Pre-Proposal Conference: Wednesday, July 31, 2013 at 10:00 AM – Room 326**

**RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**

**PURCHASING AGENT: Andrea Foren, CPPB, CPPO, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**

**DATE OF ISSUE AND ADVERTISEMENT: Friday, July 19, 2013**

**REQUEST FOR PROPOSAL**  
**RFP 13-11, Access Control and Security System**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Royal Communications, Inc.

Contact Person: Greg Powell Title: Sales Manager

E-Mail: gpowell@royalc.net Phone: 501-978-7492

Business Address: 1086 Athens Ave. Ste.N

City: Bethel Heights State: AR Zip: 72764

Signature:  U.P. Date: 8/15/2013

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION E: Signature Submittal

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**1. Disclosure Information**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

- 1) NO KNOWN RELATIONSHIP EXISTS  
 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Royal Communications, Inc.


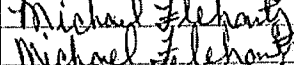
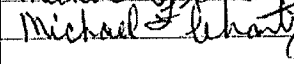

Name of Primary Contact: Greg Powell

Title of Primary Contact: Sales Manager

Phone#1 (cell preferred): 501-993-4084 Phone#2: 501-978-7492

E-Mail Address: gpowell@royalc.net

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
one	 Mike Fleharty	8/06/2013
two	 Mike Fleharty	8/05/2013
three	 Mike Fleharty	8/08/2013
four	 Mike Fleharty	8/12/2013



4. PRICE BID:

**Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.**

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.**

NAME: Michael Eleharty

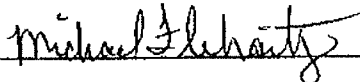
COMPANY: Royal Communications, Inc.

PHYSICAL ADDRESS: 1086 Athens Ave. Ste. N Bethel Heights, AR 72764

MAILING ADDRESS: P.O. box 475 Alexander, AR 72002

PHONE: 479-725-0444 FAX: 479-419-9478

E-MAIL: mlehart@royalc.net

SIGNATURE: 

TITLE: Vice President

DATE: 8/15/2013

City of Fayetteville  
RFP 13-11, Access Control and Security System  
SECTION D: Vendor References

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The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Royal Communications, Inc.

NUMBER OF YEARS IN BUSINESS: 12 HOW LONG IN PRESENT LOCATION: 9

TOTAL NUMBER OF CURRENT EMPLOYEES: 24 FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 5 FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Benton County  
COMPANY NAME

Bentonville, AR 72712  
CITY, STATE, ZIP

Will Hanna  
CONTACT PERSON

479-616-4347  
TELEPHONE

479-271-5788  
FAX NUMBER

whanna@co.benton.ar.us  
E-MAIL ADDRESS

2. Saline County Circuit Court  
COMPANY NAME

Bryant, AR 72019  
CITY, STATE, ZIP

Judge Stephanie Casady  
CONTACT PERSON

501-943-0440  
TELEPHONE

501-943-0853  
FAX NUMBER

stephaniecasady@gmail.com  
E-MAIL ADDRESS

3. Benton County Sheriff  
COMPANY NAME

Bentonville, AR 72712  
CITY, STATE, ZIP

Byron Frischman  
CONTACT PERSON

479-271-5780  
TELEPHONE

479-271-5744  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

4. Bryant Police Department  
COMPANY NAME

Bryant, AR 72019  
CITY, STATE, ZIP

Chief Mark Kizer  
CONTACT PERSON

501-847-0292  
TELEPHONE

501-847-0293  
FAX NUMBER

mkizer@cityofbryant.com  
E-MAIL ADDRESS

City of Fayetteville  
RFP 13-11, Access Control and Security System  
**SECTION F: Proposal Pricing Form – Revised per Addendum 3**

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: 0150920514

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 3					
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>61,629.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>44,851.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ <u>7,904.00</u>	<u>36</u> % off	\$ <u>45.00</u> per hour	\$ <u>45.00</u> per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ <u>108,894.00</u>	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ <u>7,186.00</u> PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ <u>14,372.00</u> PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
<b>*Pricing Definitions</b>					
*(i) <b>Total Turn-Key Pricing:</b> Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for item A4 (the sum total cost of item A1, A2, and A3)					
**(ii) <b>Discount off MSRP for Additional Items outside of spec:</b> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) <b>Hourly Installation Rate - Primary Installer (per hour):</b> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) <b>Hourly Installation Rate - Installation Assistant (per hour):</b> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
*****(iv) <b>Hourly Installation Rate - Installation Assistant (per hour):</b> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	I % Discount off MSRP for Additional Items outside of spec*	II Hourly Installation Rate - Primary Installer (per hour)*	III Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
B2	Parks & Recreations	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
<b>*Pricing Definitions</b>				
*(i) <b>Discount off MSRP for Additional Items outside of spec:</b> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <b>Hourly Installation Rate - Primary Installer (per hour):</b> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <b>Hourly Installation Rate - Installation Assistant (per hour):</b> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	I % Discount off MSRP for Additional Items outside of spec*	II Hourly Installation Rate - Primary Installer (per hour)*	III Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	36 % off	\$ 45.00 per hour	\$ 45.00 per hour
<b>*Pricing Definitions</b>				
*(i) <b>Discount off MSRP for Additional Items outside of spec:</b> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <b>Hourly Installation Rate - Primary Installer (per hour):</b> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <b>Hourly Installation Rate - Installation Assistant (per hour):</b> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Item#	Location	i % Discount off MSRP for Additional Items outside of spec*	ii Hourly Installation Rate - Primary Installer (per hour)*	iii Hourly Installation Rate - Installation Assistant (per hour)*
D1	City Hall, Engineering/Planning, and Building Maintenance	36 % off	\$ 45.00 per hour	\$45.00 per hour
D2	Water & Sewer Operations	36 % off	\$ 45.00 per hour	\$45.00 per hour
<b>*Pricing Definitions</b>				
*(i) <b>Discount off MSRP for Additional Items outside of spec:</b> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <b>Hourly Installation Rate - Primary Installer (per hour)</b> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <b>Hourly Installation Rate - Installation Assistant (per hour)</b> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for Installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	35 %
E2	Material (Cost plus %): Materials cost from \$101-\$500	30 %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	28 %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	22 %
E5	Material (Cost plus %): Materials cost from \$5001 and up	20 %
<b>*Pricing Definitions</b>		
* <b>Mark Up Percentage:</b> Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

**END OF ADDENDUM 3 – REVISED SECTION F**

**BID BOND**

Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Royal Communications, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal.

and the Granite Re, Inc.

of 14001 Quailbrook Drive, Oklahoma City, Oklahoma

, a corporation duly organized under  
the laws of the State of Oklahoma

, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid ) for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #13-11, Access Control & Security System

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond  
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said  
bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said  
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of August 2013

Anna Flaherty  
Witness

Royal Communications, Inc. (Seal)  
Principal  
Michael Flaherty V.P.  
Title

Judy Schaggen  
Witness

Granite Re, Inc.  
By Pamela K Hays  
Pamela K. Hays Attorney-in-Fact

# GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOEGEN; NICK W. PETERS; JAMES R. RAMSAY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

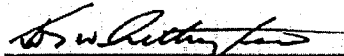
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOEGEN; NICK W. PETERS; JAMES R. RAMSAY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19<sup>th</sup> day of July, 2012.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



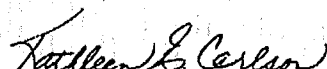
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 19<sup>th</sup> day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2013  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

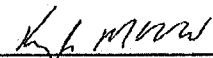
### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
16th day of August, 2013.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

Structured Cabling \* Fiber \* Fire \* CCV \* Access Control \* Burglar Alarm \* Monitoring \* Maintenance \* Inspections



1086 Athens Ave. Suite N  
Bethel Heights, AR 72764  
PH: 479-725-0444 FX: 501-978-7493

## **RFP 13-11 Access Control and Security System**

1A. Narrative – Royal Communications wishes to use our substantial industry experience to install the necessary labor and materials to satisfy the specifications and expectations set forth in the General terms and conditions of the referenced RFP. Through our training of the specified S2 access control platform, as well as, our overall experience installing several different brands of access control, we are very qualified to serve the needs of Fayetteville and the demands of this RFP. Our level of experience and local man power will allow us to achieve a timely and efficient installation.

1B. Experience – Royal Communications has been installing and servicing Access Control, Structured Cabling, Fire Alarm and Security customers for over 12 years. The lead technicians we intend to utilize for this installation are as follows:

- Joseph Shirley – 8 years of lead technician experience with Royal Communications. Experience includes service and installation of DSX, GE, Honeywell and S2 access control as well as certification on Siemon, Commscope and Systemax structured cabling systems and Fire alarm and Security installations and Inspections.
- Gregory Powell – 12 years of experience in the Security and Surveillance industry with the last 6 years with Royal Communications. Certified in S2, DSX, Keri Eclipse access control platforms as well as Avigilon, Exacq and Video Insight Video Management systems.

1C. Executive Summary –

- Willie Godwin – President
- Mike Fleharty – Vice President
- Robert Evatt – General Manager
- Donna Fleharty - Chief Operations officer
- Craig Weston – Chief Estimator
- Gregory Powell – Sales manager

1i. Reference list (in addition to the 4 required)

- Washington Regional Medical Center – Fayetteville, AR – Kendrick Williams 479-463-7920: Access Control, Nurse Call installations and service.
- University of Arkansas – Housing – Steve Smith 479-387-2972: Access Control, Surveillance and Data Cabling service and installations.



Structured Cabling \* Fiber \* Fire \* CCV \* Access Control \* Burglar Alarm \* Monitoring \* Maintenance \* Inspections

- Veterans Administration – Fayetteville – Jeff Gray Tri-systems 479-774-2826: Access Control and Structured Cabling installations.
- Jones Trust – Springdale – Mike Gilbert 479-756-8090: Access Control, Fire Alarm and Structured Cabling installations.

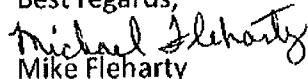
### **Schedule of MSRP**

- Von Duprin 5100 Series Electric Door Strike: \$242.00 ea.
- HID RP40 Multi-class card reader: \$340.00 ea.
- Honeywell PIR REX black or white: \$160.00 ea.
- Securitron VM1200DB 1200lb. Mag Lock: \$278.00 ea.
- S2 – 2 Door Network Node: \$2478.00 ea.
- S2 – 4 Door Network Node: \$3294.00 ea.
- S2 – 8 Door Network Node: \$4932.00 ea.
- S2 – 16 portal license expansion: \$2420.00 ea.

Any other negotiated MSRP prices will gladly be provided as identified.

Please see the Royal Communications Proposal Sheet for our standard proposal. We are very appreciative for the opportunity to participate in this RFP. We look forward to working with the staff for the City of Fayetteville in the future.

Best regards,

  
Mike Fleharty

Structured Cabling \* Fiber \* Fire \* CCV \* Access Control \* Burglar Alarm \* Monitoring \* Maintenance \* Inspections

# Royal COMMUNICATIONS

1086 Athens Ave Suite N  
Bethel Heights, AR 72764  
PH: 479-725-0444 FX: 501-978-7493

## Proposal RFP 13-11

**Police Department Access Control:** Install S2 Network Node Door Controllers per specifications in the Scope of work utilizing HID RP40 Multi-Class Readers, Von Duprin 5100 series electric door strikes, Securitron VM1200DB 1200lb. maglocks (where indicated in specs.) and Honeywell PIR REX in white or black. Remove old Locknetics locking hardware and replace with Sargent Mortise Storage Room type lock and lever sets with Décor Covers to hide any old penetrations. All Power supplies, Batteries, Cable, connectors etc. are included for a turnkey solution. Provide programming of existing S2 and Training per specifications:

**Total: \$61,629.00**

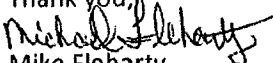
**Solid Waste and Recycling:** Install (1) S2-NETVR-4TB-16 Video Server & S2-NETVR-8C with support for 24 cameras and Bosch Starlight IP cameras and IR Illuminators at locations specified. Power supplies are provided for IR Illuminators. Conduit is excluded per addendum 2. All Category 5 cabling and power cabling for Illuminators is included. Install S2-NN-E6R-WM Network Node door controller and necessary power supply 24VAC. Add HID Multi Class Reader with VM1200DB 1200lb. maglock to Security Room Door. Provide S2-NN-E2R-WM controller for Compost Facility with necessary locking hardware. All Power supplies, Batteries, Cable, connectors etc. are included.

**Total: \$44,851.00**

**Airport Access Control :** Provide S2-NN-E8R-WM Network Node Door Controllers, Exacq Vision NVR integration to S2 system. Point of Connection to existing access control equipment. Supply any misc. power supplies, connectors etc. to complete the integration of the old system to the new S2.

**Total: \$7,904.00**

Please contact me if you have any questions.

Thank you,  
  
Mike Fleharty