

RESOLUTION NO. _____

WHEREAS, the Dothan City Jail is in need of an upgrade to its aging security electronic door control system, and

WHEREAS, the existing security electronic door control system has begun to have failures, parts for proprietary circuits boards are no longer available, and PLC controller technology is at end of life and will no longer be supported by the manufacturer, and

WHEREAS, quotes were obtained from three contractors that specifically perform this type of work, and

WHEREAS, DPS Group of Montgomery, Alabama, submitted the lowest responsive quote of \$49,403.00, and

WHEREAS, DPS Group, is a reputable electrical and electronic contractor specializing in security electronics, and has performed like work for city, county, state, and federal correctional facilities.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enter into a contract with DPS Group for Upgrades to Security Electronic Door Controls for the Dothan City Jail in the amount of \$49,403.00, which said contract follows:



RANDALL S. MORRIS
Director

JIM KEY
Assistant Director

The City of Dothan
GENERAL SERVICES DEPARTMENT
Post Office Box 2128
Dothan, AL 36302
615-3402
615-3409 Fax

JOHNNY OWENS
Facilities Maintenance
Manager

DAVID CHILDS
Fleet Services Manager

DAN WILLIAMS
Landscaping

TRAMPAS GOUGLER
Safety Officer

JENNIFER SCHEETZ
Administrative Assistant

MEMORANDUM

To: Michael West

From: Jim Key through Randy Morris 

Date: July 17, 2015

Subject: Upgrades to Security Electronic Door Controls

Security locks throughout the City Jail may be operated by key or electronically. The electrical equipment employed to control the door operation has had partial failures over the last several months and is getting worse. Most of doors in cell block "E" are non-operational at this time. We have begun to have problems with the exterior cell block doors and doors in the other cell blocks as well. We've had several detention equipment specialists assess the equipment, and were told that the technology used with the old system is no longer available. Parts for the existing system, such as printed circuit boards and electrical devices, were proprietary to the original manufacturer and that manufacturer is no longer in business. The digital computer, or PLC, that provides the automation for locking, unlocking, sequencing, and safety interlocks is at the 'end of life' and is no longer supported by the manufacturer. If we have a total failure of the electrical system, the only means left of operating the security doors would be manually using a key. Manual operation would be a very arduous task, and potentially dangerous. Replacing the old system is needed for the safety of our detention officers, and for the safety of the inmates as well.



Post Office Box 4733 ☐ Montgomery, AL 36103 ☐ (P) 334 ☐ 262 ☐ 0698 ☐ (F) 334 ☐ 265 ☐ 2924 ☐ www.dpsgroup.net

To: Dothan City Jail
From: Steve Barber
Date: 3/24/15
Bid Date: 3/24/15
Job: Dothan City Jail Security Controls Upgrade
Location: Dothan, AL
Notes:

Scope of Work:

DPS Group, LLC appreciates the opportunity to provide a proposal to upgrade the security electronic controls at the Dothan City Jail.

DPS Group, LLC proposes to Furnish:

- 1) Material and labor to replace the graphic control panels with touch screen controls.
- 2) Material and labor to replace existing obsolete PLCs with new industrial control PLC.
- 3) Material and labor to replace all existing control relays with new industrial control relays and bases.
- 4) Complete reprogramming of the system and Owner training in the operation of the system.

Bid Proposal Price(s):

1) Base Contract	\$ 49,403.00
2) Add Alt 1	N/A
3) Add Alt 2	N/A

DPS Group Proposal for Dothan City Jail | 3/24/2015

PROPOSAL INCLUDES:

Removal of existing graphic panel and turret enclosure and setting in place (3) Touch Screen control stations, one in "Central", one in the Housing Control Room, and a third for back up or takeover of the Central Touch Screen. The Housing Control Room touch screen will only have control access to the housing area. The Central and backup touch screen will have full control of the facility and be able to shut down the housing touch screen in case of an emergency.

We have included replacement of the PLC controls and all the control relays. We would reuse the existing wiring that is currently in place. We have included a software controls review meeting where we would meet on site or at a location of your choice to review the touch screen layouts and the software functionality. Changes in the operation can be discussed and included in our reprogramming of the control system.

We have included complete documentation of the system, parts lists with vendor contact information, operational manuals, owner operational training, material shipping, and a material/labor one year warranty. An extended warranty is available upon request for up to (10) ten years.

Estimated completion schedule from date of signed proposal to final completion including Owner training is 30 to 60 days.

PROPOSAL EXCLUDES: The Following Provisions, Items, or Tasks

1. New wire (the existing wire appears to be in good condition)
2. Control room counter top replacement or repair after removal of graphic panel turret.
3. Jobsite property insurance
4. Provision of Employees or Monies for Security Protection of the Site
5. Performance and Payment Bond
6. Participation in CIP or CCIP Insurance Programs
7. Any Additional Insurances beyond what DPS Group, LLC currently maintains
8. Adding of any entity as "additionally insured" to any DPS Group, LLC Insurance Policy
9. State and Local Taxes
10. Provision of Prevailing Wage
11. Provision of Certified Payroll

CLARIFICATIONS AND ASSUMPTIONS

- DPS Group, LLC's proposal is based on a 40 hour work week.
- Typically, DPS Group, LLC Work Week times are 5 Days: Monday (7am-3:30pm), Tuesday (7am-3:30pm), Wednesday (7am-3:30pm), Thursday (7am-3:30pm), Friday (7am-3:30pm)
- An Option for a 4 Day Work Week can be utilized if approved by DPS Group, LLC in writing: Monday (7am-5:30pm), Tuesday (7am-5:30pm), Wednesday (7am-5:30pm), Thursday (7am-5:30pm), Friday (No Work)
- All Work Areas will be in acceptable condition, sufficiently illuminated, and adequate power requirements made available.
- There shall be sufficient work areas completed and ready for installation to insure continued work once on site.

DPS Group, LLC is a 100% Woman-Owned Business Contractor. DPS Group, LLC currently holds accreditations as a WBE, MBE, HUB, & DBE in various states and regions. Unless otherwise noted, DPS Group, LLC will be performing 100% of this proposal. Allowances for these accreditations (WBE, MBE, HUB, and/or DBE participation) may be applicable to this project and can be provided at no additional cost. Certificate numbers can be provided upon request.

- National WBENC Certification # xxxx
- Alabama MBE Certification # xxxx
- Alabama DBE Certification # xxxx
- North Carolina HUB Verified Certification # xxxx
- Texas DBE Certification # xxxx

Respectfully Submitted,
DPS Group, LLC

By: Steve Barber

Steve Barber

ACCEPTED: The above proposal prices, proposed scope, terms and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

By: _____

Title: _____

Purchase Order # _____

Subject to prompt acceptance within 30 calendar days, all conditions of bid proposal stated on pages of this form, and approval of Customer/Contractor's credit by DPS Group, LLC which shall not be shall not be unreasonably withheld, we propose to furnish materials and labor as specified above at the prices stated above, and any requested extra work at the prices stated above. Acceptance of this bid proposal is expressly limited to the terms herein.

Confidentiality notice: this proposal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure. If the person actually receiving this proposal or any other reader of this proposal is not the named recipient or the employee or agent responsible to deliver it to the named recipient, you are hereby notified that any disclosure, copying, distributing or taking of any action in reliance on the contents of this proposal information is strictly prohibited. If you have received this proposal in error, please immediately notify us by replying to the same that it was received in error.

This Page is Intentionally Blank

DPS Group Standard Terms and Conditions of Proposal

Project Documents

Prior to DPS Group commencing work, Customer/Contractor will provide DPS Group, LLC with the following documents, if applicable, in the quantities stated.

- 2 Full sets of Contract Blueprints
- 2 Full sets of Contract Specifications, to include General Conditions
- 1 Set of AutoCAD Templates (if needed for DPS Group generated Shop Drawings)
- 1 Copy of Customer/Contractor Performance & Payment Bond

Workmanship

All components of this installation performed by DPS Group, LLC will be installed in a professional, neat, workmanlike manner. Furthermore, all facets of this installation will be completely compliant with the following codes, standards, and guidelines.

- NFPA 70
- OSHA
- All Applicable state and local codes
- All manufacturers' specifications

Fire and Smoke Penetrations

If DPS Group, LLC proposes to provide fire stopping for this project, all penetrations through fire/smoke rated walls or floors, installed or used by DPS Group, LLC will be fire-stopped to the appropriate rating, in accordance with the bid documents.

Inspection / Quality Assurance

DPS Group, LLC will perform quality assurance inspections during and at completion of the installation. These inspections will comply with all current industry standards and guidelines.

Project Management

DPS Group, LLC will assign a Project Manager to oversee and coordinate the project with the Customer/Contractor's Project Manager and/or Superintendent. DPS Group's Project Manager, or his duly appointed representative, will attend all Pre-Construction Meetings, Progress-Construction Meetings, and Post-Construction Meetings, as required by the specs, to ensure that all phases of the installation are in compliance with the installation parameters. DPS Group's Project Manager, or his duly appointed representative, will be responsible for attending Project Meetings as required. The Project Manager will be consulted for input pertaining to Schedules and Durations of the project. The Project Manager's primary responsibilities are to ensure the quality and completeness of the installations, and that the project is completed within the defined time frame.

Superintendent

DPS Group, LLC will assign a Superintendent to this project. The Superintendent's primary responsibility will be to ensure proper installation of any cable, wire, devices, and electrical equipment included in our scope of work, as is outlined by the Contract Specifications and Contract Drawings, Manufacturer's data, all State, County, and City codes, and industry standards.

Warranty

DPS Group, LLC will warrant all DPS Group, LLC provided and installed materials for a period of 12 months from date of substantial completion of project. Warranty shall apply exclusively to the installation of the material, fixtures, equipment, and other items supplied by the DPS Group, LLC. All warranty claims must be received by DPS Group, LLC not more than one (1) year after completion of DPS Group, LLC's work, and DPS Group, LLC must be provided a reasonable opportunity to inspect and make corrections ("Notice to Cure"), or such warranty claims are barred.

Warranty does not apply to:

- (1) Special, incidental, or consequential damages
- (2) Acts of nature, or God
- (3) Damages to DPS Group, LLC material or installation by other parties, and any repair work necessitated by such damage is extra work.
- (4) Abuse or Misuse
- (5) Materials, fixtures, equipment and other items supplied by others.
- (6) Extensions or additions to the original installation IF made by others.

Warranty Work

Warranty or service WILL NOT be performed if any payments according to this proposal become past due, including change orders and retention.

Non-Warranty Work

Any directives for DPS Group, LLC to mobilize and perform assumed warranty repairs, found to be non-warranty repairs due to issues caused by one or more of the items as listed above under "Warranty" will entitle DPS Group to be reimbursed at a rate of:

- A. \$125.00 per man hour, for onsite labor
- B. \$ 75.00 per man hour, for travel time to and from site
- C. \$150.00 per room, per overnight lodging stay
- D. \$ 50.00 per man, per day, for employee per diem
- E. \$ 00.85 per mile, per truck, for travel mileage to site, on site, and from site

Additionally Insured

If "Endorsed Additionally" Certificates are required, please add \$ 500.00 per entity, per year required, to this Bid Proposal amount.

Terms and Conditions

1. DPS Group LLC reserves the right to negotiate fair contract terms and conditions
2. This Bid Proposal is contingent upon receiving a standard PO, or an AGC 640 Subcontract, or an AIA 401 Subcontract to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference and inclusion into the final subcontract. Allowing DPS Group, LLC to commence work or preparation for work without a PO or Finalized Subcontract will constitute acceptance by Contractor of this bid proposal and all terms and conditions as outlined herein. Contractor's signature on this form will not be required to validate acceptance of DPS Group's Terms & Conditions by the Contractor, IF DPS Group is notified to commence work or preparation of work. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern. If DPS Group and the Contractor fail through their best efforts to memorialize an agreement through the signing of an AGC 640, or AIA 401, or other mutually agreed upon contract document, then the terms and conditions contained in this proposal shall govern all interactions between the parties.
3. DPS Group, LLC's Schedule of Values (SOVs) shall be used to determine progress payments. All sums not paid when due (net 30) shall bear interest at the rate of 5% per month from due date (net 30) until paid, or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer/Contractor. The proper venue to resolve any disputes arising under the subcontract shall be in the County and State of DPS Group, LLC's home office, or where the project is located, whichever DPS Group, LLC chooses. The laws of selected place shall govern all such disputes.
4. Customer/Contractor shall not retain more from DPS Group, LLC than is being retained from them, with respect to DPS Group, LLC's work. All retainage to be withheld per State Law limitations or less. The retention amount held from DPS Group, LLC by the Customer/Contractor shall not exceed 5% of the Contract Amount between the Customer/Contractor and DPS Group, LLC. If project is located in Alabama, please see attached Alabama State Code pertaining to Public & Private Works projects.
5. Final Payment (including any Retention) will be made to DPS Group, LLC within 60 days of substantial completion of work. If project is located in Alabama, please see attached Alabama State Code pertaining to Public & Private Works projects.
6. No back-charges (or similar) to DPS Group, LLC will be valid, enforceable, or collectable without written authorization and acceptance from DPS Group, LLC
7. Any requests or demands to accelerate or compress the original project schedule will entitle DPS Group, LLC to equitable adjustments to the present proposal/contract price.
8. Any items or tasks not specifically outlined in the "Inclusions" of this proposal will be completed at the sole discretion of DPS Group, LLC
9. All work performed by DPS Group, LLC will be as a merit shop contractor. DPS Group, LLC will not be required to enter into any labor agreements with labor unions or any other organization or entity.
10. DPS Group, LLC will be provided with a CPM or Gantt chart, complete with dates and durations, outlining the Project Schedule. The Project Schedule will be provided to DPS Group, LLC within 30 days of award of contract, or prior to DPS Group, LLC commencing work. All construction schedules that involve our work will be mutually established and agreed upon.
11. Any requests or demands to accelerate or compress the original project schedule will entitle DPS Group, LLC to equitable adjustments to the present proposal/contract price.
12. DPS Group shall not be subject, nor share any responsibility for costs associated with any applicable liquidated damages that may be incurred on this project, UNLESS DPS Group, LLC is directly responsible for the delay. DPS Group, LLC's liability for any delay damages shall not exceed 5% of the original subcontract amount
13. A change in the price of an item of material of more than 10% between the date of this bid proposal and the date of Customer/Contractor allowing DPS Group, LLC to purchase said material shall warrant an equitable adjustment in the subcontract price.
14. DPS Group, LLC shall be entitled to equitable adjustments to the proposal/contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer/Contractor, or other delays caused by Customer/Contractor or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, DPS Group, LLC shall be entitled to terminate the subcontract.
15. DPS Group, LLC change order proposals must be processed in not more than 30 calendar days or as otherwise indicated on the DPS Group change order proposal. NO WORK WILL COMMENCE UPON ANY CHANGE ORDER, WHETHER WRITTEN OR VERBAL, UNTIL BOTH PARTIES AGREE UPON COST AND SCOPE OF OUTLINED CHANGES AS OUTLINED IN A WRITTEN CHANGE ORDER CONTRACT. SIGNED COPIES OF THE CHANGE ORDER WILL BE PROVIDED TO DPS GROUP PRIOR TO ANY WORK BEING PERFORMED, OR MATERIAL BEING ORDERED.
16. CUSTOMER / CONTRACTOR DEFAULTS:
 - A. Customer/Contractor will be in default if:
 - (1) Any Payment called for under this proposal and any authorized change orders becomes past due.
(Payment Terms are net 30 days from date of Invoice. Payment due dates and terms on DPS Group, LLC invoices or progress payments are not contingent upon the Customer/Contractor receiving payment from Others.)
 - (2) Any written agreement made by the Customer/Contractor is not promptly performed.
 - (3) Any conditions warranted by the Customer/Contractor prove to be untrue.
 - (4) Failure of Customer/Contractor to comply with any of the conditions of this proposal.
 - B. In event of a Customer/Contractor default, DPS Group, LLC may do any or all of the following:

DPS Group Proposal for Dothan City Jail | 3/24/2015

- (1) Suspend work and remove any and all of DPS Group, LLC's manpower, equipment and material from premises.
- (2) Remove any DPS Group, LLC supplied material/equipment, whether or not it has been installed and whether or not it has been placed in operation. In this regard, the Customer/Contractor agrees that DPS Group, LLC may enter upon Customer/Contractor property for the purpose of repossessing such material/equipment without liability to DPS Group, LLC for trespass or any other reason.
- (3) Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce the rights of DPS Group, LLC. The Customer/Contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including costs incurred in connection with appeals) incurred by DPS Group, LLC in enforcing its rights under this proposal.

If Customer/Contractor is found to be in default, DPS Group, LLC reserves the right to maintain suspension and de-mobilization of DPS Group, LLC's manpower, material, equipment, etc. Re-mobilization will not occur until ALL unpaid Progress Payments, Change Order Invoices, etc. have been paid to DPS Group, LLC in full, in addition to DPS Group, LLC being fairly compensated for expenses incurred for de-mobilization and re-mobilization.

17. Except as specifically required by the work and specifications included in this bid proposal, Customer/Contractor shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, onsite telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
18. Performance and payment bonds are not included in this bid proposal. If required, the costs for these bonds will be incurred by the Customer/Contractor. The bond forms must be the AGC 606 and AGC 607 style published by the Associated General Contractors of America.
19. CCIP and/or CIP Insurance Programs

DPS Group, LLC SHALL NOT participate in a consolidated insurance program ("CIP" or "CCIP").

DPS Group, LLC will participate in the CIP/CCIP disclosed in the bid documents, but only for the:

- 1) General Liability of DPS Group, LLC is at a rate of _____ for every 100 dollars of DPS Group employee payroll associated with this project. Estimated total of \$ _____
- 2) Worker's Comp of DPS Group, LLC is at a rate of _____ for every 100 dollars of DPS Group employee payroll associated with this project. Estimated total of \$ _____

- a. DPS Group, LLC refuses, and will give no credit for, any other coverages under the CCIP/CIP.
- b. Undisclosed coverage terms and exclusions are subject to DPS Group, LLC pricing and approval.
- c. DPS Group, LLC will not be subject to any additional costs associated to the Owner/Customer's use of a CIP/CCIP program, beyond the initial DPS Group, LLC workman's comp, general liability, payroll and labor hour estimates provided by DPS Group, LLC.
- d. No calculation of credits or costs by the "wrap-up" administrator shall be binding on DPS Group, LLC.

20. Waivers of lien or bond rights shall exclude retainage, unbilled changes, and claims which have been asserted in writing or which have not yet become known to DPS Group, LLC, and shall either: apply only through the date of work for which DPS Group, LLC has been paid in full; or shall be conditional upon receipt of funds to DPS Group, LLC's account.
21. DPS Group, LLC will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Requests to be added as an "additionally insured" will be at a rate of \$500.00 per additional entity insured, per each year requested to be insured.
22. DPS Group, LLC shall maintain industry standard professional insurance with coverage as outlined below. Certificates of Insurance are available upon request. If additional insurances or higher limits are required or requested, DPS Group, LLC will be entitled to additional compensation to cover any costs associated with the insurance adjustments.

DPS Group, LLC maintains the following Professional Insurances:

(1) Workman's Compensation Insurance	(A) Bodily Injury by Accident	\$1,000,000.00	each accident
	(B) Bodily Injury by Disease	\$1,000,000.00	policy limit
	(C) Bodily Injury by Disease	\$1,000,000.00	per employee
(2) Comprehensive Business Liability Insurance	(A) Business Liability and Medical Expenses	\$1,000,000.00	each occurrence
	(B) General Aggregate	\$2,000,000.00	each occurrence
	(C) Products Completed Operations Aggregate	\$2,000,000.00	each occurrence
	(D) Medical Expenses	\$ 10,000.00	each occurrence
	(E) Damage to Rented Premises	\$ 300,000.00	each occurrence
(3) Company Auto Insurance	(A) Combined Liability	\$1,000,000.00	each occurrence
(4) Leased/Rented Equipment	(A) Combined Liability	\$ 125,000.00	policy limit
(5) Umbrella Liability	(A) Liability per Occurrence	\$2,000,000.00	each occurrence

Confidentiality notice. This proposal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure. If the person actually receiving this proposal or any other reader of this proposal is not the named recipient or the employee or agent responsible to deliver it to the named recipient, you are hereby notified that any disclosure, copying, distributing or taking of any action in reliance on the contents of this proposal information is strictly prohibited. If you have received this proposal in error, please immediately notify us by replying to the same that it was received in error.

Resolution No. _____, entering into a contract with DPS Group continued.

Section 2. That Mike Schmitz, Mayor of said City of Dothan and in such capacity, is hereby authorized and directed to execute said documents for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS