

Pawnee Independent School District

REQUEST FOR PROPOSALS

RFP 2021-01

Door Access Control/Door Security Systems

Proposals Due By:

August 20, 2021 at 10:00 am

1. PURPOSE

The Pawnee Independent School District (District or School District) herewith invites Proposals from qualified companies, via *Competitive Sealed Bidding/Proposals*, for review and consideration to provide door(s) security access and control systems. The District has an immediate need to control access/ingress to its properties via advanced and electronic systems such as (but not limited to) keycard, keypad, or biometric devices. The purpose is to control, monitor, and log the use of the door(s) on an individualized basis. The specifications contained within this document are intended only to provide offerors with sufficient information to prepare complete responses to the RFP.

2. RFP SCHEDULE OF EVENTS

The following is a tentative schedule of events relative to this contract. All dates are subject to change.

<u>Event</u>	<u>Date</u>
Issue RFP 2021-01	July 29, 2021
RFP Due	August 20, 2021, at 10:00 am
Installation Begins	September 1, 2021

3. PROPOSAL CONTENTS AND SUBMITTAL INSTRUCTIONS

Responsive proposals must include the following information. Missing forms or otherwise incomplete proposals may be rejected as non-responsive.

- A. Provide a general description of the product(s) you are proposing to provide access control/security and information logging for the District’s doors.
- B. Describe the installation process in detail, including length of time and complexity.
- C. Describe Technical support options (hours, levels of support, costs, phone/email/web)
- D. Lock monitoring options (24/7, cost, third party vendor), if any.
- E. References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity. Each of the references must include the following information:
 - a. Entity Name
 - b. Industry Type
 - c. Address, City, Province/State/Country
 - d. Contact Name, Title, Phone Number, and Email address
 - e. Year(s) service(s) provided
 - f. Comments (include details regarding the current status of the product/service provided by proposer)
- F. Device Software (if any)
 - a. What is your patch release strategy and what tools do you offer for patch development?
 - b. What methods do you use to inform customers of software vulnerabilities?

- c. What technical guidance do you provide about Software?
- G. Please provide any additional information that the Offeror feels should be considered in the evaluation of their proposal. For example:
 - a. Web links to product demos/screen shots/recorded web presentations
Implementation documentation
 - b. User documentation/guides
 - c. Future release schedule/roadmap
 - d. Product Levels/Features list + Add-on options
- H. Company history.
 - a. Years in business
 - b. Evidence of financial stability
- I. Proposed Pricing
 - a. Please provide your proposed pricing, in a separate sealed envelope, on the Pricing Forms included in Appendix A.
- J. Required Proposal Forms
 - a. In addition to the information described above, Offerors must include the following completed forms in their proposal:

- Non-Collusion Affidavit Form (must be notarized)
 - Pricing Form(s)
 - Offer Form
 - Felony Conviction Notification

- K. Signatures
All documentation requiring signatures relative to this RFP may only be signed by the company's owner or other authorized representative.
- L. Submittal Instructions
Interested companies shall provide in a *sealed* envelope, package or other container, Three (3) printed copies of the proposal, which shall be submitted no later than 10:00 a.m. August 20, 2021, to:

- Mr. Josh West
Business Manager
PO BOX 569
Pawnee, TX 78145

All Proposals must be completed in ink and printed or typewritten. Proposals may be sent via U.S. mail, Federal Express, UPS, or other shipper; or they may be hand-delivered to the address above. Proposals must be clearly identified with the RFP name and number, proposer's company name, mailing address, and phone number.

- M. Public Opening
Proposals submitted by the due date and time shall be publicly opened, and the name of each proposer announced and recorded. All other information contained

in the proposals shall be kept confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall be open for public inspection following contract award.

FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED!!!!

- N. Right to Reject
The District may, at its discretion, reject any or all Proposals submitted in response to this Request for Proposals. Failure to return the Proposal documents as instructed may constitute a non-responsive proposal and could be cause for rejection.

- O. Proposal Non-commitment
This RFP does not constitute a commitment by the District to award a contract. The District reserves the right to waive any formalities or irregularities, clarify proposal contents, and to reject any or all Proposals and/or cancel the Request for Proposals. The selection of the top company shall be based on merit and qualifications. The award shall be made on the Proposal that serves the best interest of the District and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

4. DISTRICT CONTACT INFORMATION

All communications concerning this RFP must be sent to Josh West by e-mail (preferred) at jwest@pawneeisd.net or by phone at 361-456-7256. In the interest of fair and open competition, **Offerors must not contact other District faculty, staff, managers, or Board members regarding this RFP.**

Interested contractors are encouraged to submit any questions or requests for clarifications of the RFP documents or process to the Director of Purchasing. Any such submittals shall be responded to in writing in the form of an addenda and distributed to all firms who have submitted a completed Acknowledgement of Receipt form.

5. PROPOSAL EVALUATION CRITERIA AND SCORING

Once proposals are received, opened and evaluated against the criteria detailed in this RFP, the District may identify a competitive range of proposers who appear to be qualified and experienced to provide the specified service and/or products requested and whom can meet the described specifications identified. Depending on the total number of proposal responses to this RFP, the evaluation committee may “short list” the Proposers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. The Contractor(s) offering the most advantageous proposal(s) to the District will be identified and Contractors will be notified of the District’s intent to award a contract. Depending on the contract value, approval by the District’s Governing Board may be required. A contract shall be issued to the selected Contractor for signature, then signed by the District’s authorized representative, and copies distributed.

The following criteria will be used to evaluate the written proposals and are shown in descending order of importance.

- A. **Functionality of user’s system for intruder and door access, ease of use and demonstrated ability to meet all aspects of the Scope of Work. (40 pts)**
- B. **Describe your security measures to ensure logging and confidentiality of information and security of systems. (30 pts)**
- C. **Price proposal (clearly marked in a separate sealed envelope) (20 pts)**
- D. **Company history and references (10 pts)**

6. **GENERAL CONTRACTUAL CONDITIONS**

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

Conflicts in the Contract

In the event two (2) points of the contract conflict, the District shall have sole discretion as to which shall control.

Assignment of Contract

No assignment by contractor of any funds to be received under the contract will be recognized unless such assignment has had the prior written approval of the School District, the surety has been given due notice of such assignment and such surety also has furnished written consent. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under the assignment are subject to performance by the contractor of the contract and to claims or liens for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials".

Indemnity (including Patents, Copyrights, and Royalties)

Contractor agrees to defend, indemnify, and hold harmless School District, its officers, employees, agents, and contractors from and against any and all claims, demands, losses, damaged, costs, and expenses, including attorney’s fees, arising out of the project contemplated by this contract. Contractor will indemnify School District in cases of strict liability and regardless of any conduct, negligence or fault alleged against School District, it being the intention of the parties that School District be completely indemnified.

The contractor agrees that it will pay all royalties and license fees and shall indemnify and hold harmless the School District, its agents and employees against any claims, damages, judgments, or expenses resulting from a claim that any equipment or other material provided by the contractor under its Bid/Proposal and the contract documents infringes a copyright, patent, trademark or other proprietary right, or constitutes misuse of a trade secret or confidential information, and will defend, at its own expense, any suit or proceeding brought against the School District or its agents alleging such infringement or misuse. The School District shall promptly notify the contractor of any claim and shall cooperate with contractor in the defense of any such claim. The defense will be under the sole control of the contractor.

Liability to Third Parties

The contractor shall indemnify and hold harmless the School District, its agents and employees from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of the contractor's negligent acts or omissions, theft, vandalism, fire, floods, other natural occurrences.

Offer and Acceptance Period

Proposals are an irrevocable offer for one-hundred and twenty (120) calendar days after the proposal opening time and date.

Term of the Contract

The term of the resultant contract shall commence upon award and shall remain in effect for a period of three (3) years with the option to renew for two (2) additional years.

Contract Termination for Convenience

The School District may, by written notice to the Contractor, terminate all or any part of this contract for the School District's convenience with thirty (30) calendar days written notice. In the event Contractor is terminated, Contractor's entitlement shall be based on nonrecurring costs not recovered, finished goods not yet delivered, work in process, and materials and inventories not usable on other projects, and shall be received by the School District within 30 calendar days of the effective date of termination. The School District shall have the option to verify supporting detail and records of such Proposals and negotiate an equitable adjustment. No amount for anticipated profit on work not performed will be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Contract exceed the contract's total price. Any termination shall not affect either party's obligations as to any un-terminated portions of the Contract. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take such other action as may be necessary or as School District shall direct to minimize the cost of termination to the Contractor. In addition, Contractor shall take such actions as may be necessary or as School District may direct for the transfer, protection, or preservation of property and other rights that become School District's as a result of termination. Contractor shall promptly refund School District any payments in excess of the sum of payments due for (1) accepted goods, (b) the un-terminated portion of the contract, and (c) termination charges hereunder.

Termination for non-appropriation of funds:

The District may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

Licenses

The selected company shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.

Inspection

School District shall have the right to inspect and test, or witness testing of, Goods at any time prior to shipment, and within a reasonable time after arrival at the ultimate destination. Goods shall not be deemed acceptable until after final inspection.

The making or failure to make any inspection of or payment for or acceptance of Goods shall in no way impair School District's right to reject nonconforming Goods, or to avail itself of any other remedies to which School District may be entitled, notwithstanding School District's knowledge of the nonconformity, its substantiality, or the ease of the discovery.

Invoice Payment

School District shall pay Contractor's invoices for all charges incurred which are at the agreed rate set forth within thirty (30) calendar days after receipt of the invoice. The minimum pay period to be invoiced is every two (2) weeks, unless specifically excluded. All invoices must be accompanied by supporting documentation.

Warranty

Contractor shall provide all Goods and perform all Services hereunder to the satisfaction of the School District during the term of any purchase order or contract resulting from this RFQ/RFP/RFP.

Contractor warrants that its performance of the services and goods provided by Contractor under any purchase order or contract resulting from this RFP shall comply with all applicable laws, standards, and regulations, whether governmental or industrial, in effect on the date of delivery or known in the industry to become effective after such date.

The Contractor warrants to the School District that all materials and equipment furnished under any purchase order or contract resulting from this RFP will be new unless otherwise specified, free from defects in material and workmanship (including damage due to unsatisfactory packaging by Contractor), and shall be in compliance with School District's specifications, drawings, and samples.

All goods furnished hereunder shall be merchantable, suitable for their intended use, and to the extent such Goods are not manufactured pursuant to detailed designs furnished by School District, free from defects in design.

All services shall be performed in a professional and workmanlike manner consistent with best industry practices and in accordance with the RFP attached and made part of hereof.

All Services not conforming to these requirements, including substitutions not properly approved and authorized by the School District, may be considered defective and not in accordance with the specifications contained herein. If required by the School District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided under any purchase order or contract issued as a result of this RFP.

The period of this warranty shall be twelve months after delivery to School District or for such longer period as may be offered by Contractor or Contractor's suppliers. Notice of defect except latent defect or one concealed by Fraud may be given to Contractor at any time within the warranty period, and Contractor shall, at School District's option, promptly repair or replace defective goods at its own expense.

The warranties of Contractor and remedies of School District shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to School District, its successors, assigns, customers, and users of its products.

Contractor represents and warrants to the School District that in performing services, the Contractor will not be in breach of any agreement with a third party.

Insurance

The selected company will be required to secure and maintain throughout the term of this agreement, the following list of insurance coverage:

- 1) **Comprehensive General Liability Insurance** with coverage of at least \$1,000,000 per occurrence. Equipment hired, leased and owned shall be covered. School District and School District Foundation agents, representatives and employees are to be named as additional insured.
- 2) **Worker's Compensation Insurance** with coverage as required by the State of Arizona of Workers Compensation Statutes.
- 3) **Comprehensive Automobile Liability Insurance** including schedules, hired, owned and non-owned autos of \$1,000,000 combined single limit listing. School District and School District Foundation agents, representatives and employees as additional insured.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting School District and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

7. **OTHER CONTRACTUAL ISSUES**

Procedure

Either party may issue requests for changes in the contract. Such request shall be in writing, if accepted in writing by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change. When, in the judgment of the School District, a need for immediate action exists, the contractor may be directed to proceed on a time and materials basis with the proposed change. However, such action must be followed up and documented in writing.

Specification Clarifications

If the contractor believes that any clarification in fact constitutes a change to the contract, they shall so notify the School District in writing, identifying all associated changes to the contract.

Contract Termination for Cause/Default

The School District reserves the right to cancel the whole or any part of the contract due to failure of the contractor to carry out any term, promise or condition of the contract. The School District will issue upon not less than ten (10) business days written notice of default to the contract for acting or failing to act as in any other following:

- 1) In the opinion of the School District, the contractor does not meet the requirements of the contract;
- 2) In the opinion of the School District, the contractor fails to perform adequately the services required in the contract;
- 3) In the opinion of the School District, the contractor attempts to impose on the services, which is not acceptable to the School District;
- 4) The contractor fails to complete the required work or provide the required services, which is not acceptable to the School District;
- 5) In the opinion of the School District; the contractor fails to make progress in the performance of the requirements of the contract and/or gives the School District a positive indication that the

contractor will not or cannot perform to the requirements of the contract.

The School may resort to any single or combination of the following remedies:

- 1) Cancel any contract for any of the above stated reasons;
- 2) Reserve all rights or claims to damage for breach of any covenants of the contract;
- 3) Perform any test or analysis on materials to confirm conformance in all respects to the specifications of the contract. If the results indicate noncompliance with the specifications, any actual expense of testing will be borne by the contractor;
- 4) In case of default, the School District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The School District may recover any actual excess costs by:
 - a) Deduction from an unpaid balance;
 - b) Collection against the bid and/or performance bond, or;
 - c) Any combination of the aforementioned remedies or any other remedies as provided by law.

Equal Opportunity Institution

The School District is an affirmative action, equal opportunity organization and is committed to providing equal employment opportunity and complies with applicable federal, state, and local laws, statutes, orders and regulations prohibiting discrimination on the basis of race, color, religion, sex, age, national or ethnic origin, veteran status, or non-job related handicap.

Status of Contractor as Independent Contractor

All of Contractor's employees furnishing services to the School District shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the School District. Vendor shall perform all services as an **Independent Contractor** and shall discharge all its liabilities as such. The School District will not make any tax or other withholdings from the compensation paid to the Contractor. No acts performed or representations, whether oral or written, made by Contractor, with respect to third parties, shall be binding on the School District.

Severability

In the event of the legal invalidity of any provision of this agreement, the parties agree that such legal invalidity shall not affect the validity of the remaining provisions of this agreement, and the contractor and the School District agree to substitute a valid provision which closely approximates the economic effect and intent of any invalid provision.

Contractual Commitment

This Proposal may become the contract between the parties at the discretion of the School District. If it is decided that this Proposal is to become the contract, it may not be waived, altered or modified except by written agreement of the parties.

Compliance with Non-Discrimination Laws

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. subsections 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

Participation in Boycott of Israel

As required by A.R.S. 35-393.01, Contractor warrants that it is not currently engaged in a boycott of Israel and agrees for the duration of the Agreement to not engage in a Boycott of Israel.

APPENDIX A SCOPE OF WORK

Current Door Access System Overview

- 5 existing mag lock systems

Current Intrusion System

- Partia door sensors

Total Number of Doors/Gates Needed:

- 14 exteriors
- 2 Property Entrance Gates

System General Requirements:

- Vendor shall be responsible for furnishing and installing all equipment, wiring, installation and testing for both door access system and intrusion system.
- The entire system shall be warranted by the installing contractor against defects in materials and workmanship for a period of not-less-than one (1) year from the date of final acceptance.
- No doors will be unsecured overnight
- System installation will be done and completed during the year of 2021
- Five concurrent client installation for door access system and intruder system.

Mandatory Door Access System requirements:

- Software shall accept multiple users, with multiple levels of access.
- Software shall have the ability to lock/unlock doors on a schedule, either as single or repeated events.
- Software shall have the ability to lock/unlock any or all doors on command.
- System shall be expandable to a minimum of 100 doors
- Access cards or devices shall be secure, and not capable of being easily “skimmed” or hacked, documentation shall be submitted to support your claim.
- All entries shall be logged.
- Timed unlock schedules.
- Card enrollment by reader or keyboard.
- System shall be able to fully integrate with current door reader, existing fobs and existing cards.
- System shall include necessary components for creating/replacing access cards or devices.
- Software shall have the ability to disable access cards or devices on demand, or schedule expiration dates and times.
- System shall have reports and event logs.

Optional Door System Requirements:

- It is preferable to have a notification system for certain events like after-hours entries or attempted entries with disabled access cards/devices.

Mandatory Intrusion System Requirements:

- System shall display individual zone or door trouble or fault.
- System shall disable individual zone or door faults.
- System shall receive alarm notification from fire panel
- System shall be expandable to add additional intrusion zones and doors.
- System should have the ability to create partitions, allowing subsets of the overall population and/or resources to be managed separately
- Email and text messaging alert notifications
- System reports that show audit trail changes made to the security database over a specified period of time.
- System shall have event logs
- Pre-defined reports on system configuration, system activity history, and people.

Vendor Responsibility:

- Vendor is responsible for providing and installing all necessary equipment and wiring.
- Vendor is responsible for all labor, necessary tools and equipment, initial configuration of the system.
- Vendor is responsible for training of key staff members on the use of access and intrusion system.
- Installation shall occur during normal hours of operation (7am-5pm) unless other arrangements are made.
- Vendor shall supply schematic drawings of both systems
- Vendor shall supply sever specifications required to operate door access and intrusion system.
- Vendor shall be capable of providing service and support for the installed system within 48 hrs.
- Completed system shall be tested. Test forms shall document the results of the test.

**RFP 2020-01
PROPOSAL PRICING**

Pricing:

- A. Must be clearly indicated and placed in a separate sealed envelope, including options, and increases to service during the term of the contract.**
- B. Pricing options must contain:
 - i. Door Access and Intrusion Turnkey System**
 - ii. List one-time costs (e.g. implementation, initial licensing) and annual (e.g. maintenance, support) iii. List of any other fees associated with your solution****
- C. All costs must be inclusive of administrative support, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, insurance, overhead, profit, and costs for all other items consumed/utilized/required by successful respondent's staff.**
- D. Total costs proposed will be used in the evaluation of the respondent's response.**
- E. Items or costs not identified in the successful respondent's pricing Offer will be the sole responsibility of the successful respondent.**
- F. If state pricing or other cooperative agreement pricing is available then that should be included, also.**

NON-COLLUSION AFFIDAVIT FORM

Complete this form, have your signature notarized, and submit it with your proposal.

COMPANY NAME: _____

ADDRESS: _____

The persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from offering, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Signed: _____

Name: _____

Title: _____

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

Signature of Notary Public in and for the

County of _____

State of _____

My commission expires: _____, 20____ .

OFFER FORM

Complete the Upper Portion of this Form and Return it with the Proposal Submittal

TO PAWNEE INDEPENDENT SCHOOL DISTRICT:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. The formal 'proposal document' including any final negotiated amendment(s), the School District's Purchase Order, and this form shall constitute the complete contract.

For clarification of this offer, contact:

Tax License No.:

Name: _____

Federal Employer No.

Phone: _____

Company Name

Authorized Person Signature

Address

Printed Name

City State

Zip

Title

ACKNOWLEDGEMENT OF ADDENDA:

I hereby acknowledge receipt of all addenda issued by the School District with regard to this RFP.
The following Addenda

were received (circle the addendum number for each one you received): 1 2 3 4

Leave blank if no Addenda were issued for this RFP.

ACCEPTANCE OF OFFER AND CONTRACT AWARD

Your offer is hereby accepted.

The contractor is now bound to provide services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by School District.

This contract shall henceforth be referred to as Contract No 2021-01. The proposer is hereby cautioned not to provide goods and/or services under this contract until proposer receives a School District Purchase Order.

Pawnee Independent School District

APPROVED:
2021.

Awarded this _____ day of _____ ,

School District's authorized contract authority