



**Coconino
Community
College**

ACKNOWLEDGMENT OF RECEIPT

Description: **Door Access and Intrusion System**

Solicitation/Contract: **RFP 2020-01**

Issue Date: **April 1, 2019**

Due Date: **May 7, 2019 @ 2:00 p.m. MST**

Please provide the requested information below as acknowledgment that you have received our Request for Proposals (RFP) referenced above. It is **strongly recommended** that interested offerors complete this acknowledgment and return via facsimile to CCCC Purchasing at (928) 226-4105 or by e-mail to Robert.Sedillo@coconino.edu.

Only firms returning completed acknowledgments as instructed above will receive addenda to this Request for Proposals.

Acknowledgement of all issued addenda will be required on the Offer Form, as part of the proposal submittal. Proposals submitted without this acknowledgement may be subject to rejection.

Name of Firm: _____

Address: _____

Contact Name: _____

Title: _____ Phone Number: (____) _____ - _____

E-mail Address: _____

Signature: _____ Date: _____

E-mail this completed form to Robert.Sedillo@coconino.edu or fax to: 928-226-4105.



COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS

RFP 2020-01

Door Access and Intrusion System

Proposals Due By:

May 7, 2019 @2:00 p.m. MST

TABLE OF CONTENTS

MISSION STATEMENT	4
1. INTRODUCTION – COCONINO COUNTY COMMUNITY COLLEGE DISTRICT	4
2. PURPOSE	4
3. RFP SCHEDULE OF EVENTS.....	5
4. PROPOSAL CONTENTS & SUBMITTAL	5
5. COLLEGE DISTRICT CONTACT.....	7
6. PROPOSAL EVALUATION CRITERIA AND SCORING.....	7
7. GENERAL CONTRACTUAL CONDITIONS	8
8. OTHER CONTRACTUAL ISSUES.....	12
9. APPENDIX A – SPECIFICATIONS & PROPOSAL FORMS, PRICING	19

MISSION STATEMENT: The Coconino County Community College District's Mission is to promote student success through comprehensive learning opportunities for its community. The College District provides access to educational opportunities for a diverse student population and promotes cultural, intellectual, physical and social development, and workforce training skills.

1. INTRODUCTION - COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

A. Demographics

Coconino County Community College District (CCCCD), commonly referred to as Coconino Community College, and referred to herein as the "College District", is a comprehensive, multi-campus, public two-year college serving a population of approximately 120,000 dispersed over an area of approximately 18,600 square miles in northern Arizona. Founded in 1991, the College currently enrolls approximately 1,800 students per term and continued growth in enrollments is projected. The College District has two (2) campuses in Flagstaff and an instructional site in Page, and serves other students in outlying areas via distance learning and through the use of Interactive Television (ITV).

Opportunity

The College District is soliciting Proposals from qualified companies to supply and install a turnkey door access and intrusion system at all three (3) campuses.

2. PURPOSE

The College District herewith invites Proposals from qualified companies, pursuant to A.R.S. § 41-2533/4, "Competitive Sealed Bidding/Proposals," for review and consideration to provide a door access and intrusion system. The required specifications and pricing structures are outlined in Appendix A of this package. The specifications contained within this document are intended only to provide offerors with sufficient information to prepare complete responses to the RFP.

3. 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 2020-01	April 1, 2019
Pre-proposal Conference – Flagstaff	April 23, 2019 @ 10:00 a.m. MST
RFP Due	May 7, 2019 @ 2:00 p.m. MST
Installation Begins	July 1, 2019

4. PRE-PROPOSAL CONFERENCES

A pre-proposal conference is scheduled for April 23, 2019 at 10:00 AM at the College District's main campus located at 2800 S. Lone Tree Road, Flagstaff, Arizona 86005.

Attendance at these conferences is not mandatory, but is highly recommended. The purpose of the conferences is to clarify the contents of this RFP in order to prevent any misunderstanding of the College District's requirements and position. Any significant discussion elements that arise during the conferences will be addressed in an Addendum, to be distributed to all firms who have submitted a completed Acknowledgement of Receipt form.

5. 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. Detailed information relating to all features listed in Appendix A of this RFP.
- B. Provide a general description of the products you are proposing to complete the solution requested
- C. Software history and updates.
 - a. Proposed software history (Release versions and Dates, Release notes if available)
 - b. New releases
 - i. How often are updates released?
 - ii. Are there charges for updates?
 - iii. Information on next scheduled release
- D. Describe the installation process in detail.

- a. Duration and types of training (online, face to face)
- b. Typical time schedule for installation
- c. Consulting (hours, structure)
- E. Technical support options (hours, levels of support, costs, phone/email/web)
- F. Security monitoring options (24/7, cost, third party vendor)
- G. References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. 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)
- H. System Security:
 - a. What is your patch release strategy and what tools do you offer for patch deployment?
 - b. What methods do you use to inform customers of vulnerabilities?
 - c. What technical guidance do you provide about vulnerabilities, including how they could be exploited, how they are currently being exploited, how to mitigate?
 - d. Do you disclose all vulnerabilities that affect your software?
 - e. What are the terms and period of your security support agreement?
 - f. Do you have a dedicated team to assess and respond to security vulnerabilities reported in your products?
 - g. Do you provide severity ratings for vulnerabilities, and how are they determined?
- I. Door Access
 - 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 vulnerabilities?
 - c. What technical guidance do you provide about vulnerabilities, including how they could be exploited, how they are currently being exploited, how to mitigate?
- J. 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
- K. Company history.
 - a. Years in business
 - b. Evidence of financial stability
- L. Proposed Pricing
 - a. Please provide your proposed pricing, in a separate sealed envelope, on the Pricing Forms included in Appendix A.
- M. Non-Discrimination Compliance
 - a. A statement that the firm does not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75.5, and that it complies with all other applicable State and Federal Laws, Rules, Regulations and Executive Orders.
- N. Required Proposal Forms
 - a. In addition to the information described above, Offerors must include the following completed forms in their proposal, all of which are provided in Appendix A of this RFP:
 - Non-Collusion Affidavit Form (must be notarized)
 - Pricing Form(s)
 - Offer Form
- O. Signatures

All documentation requiring signatures relative to this RFP may only be signed by the company's owner or other authorized representative.
- P. 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 2:00 p.m., MST, May 7, 2019 to:

Robert Sedillo, Director of Purchasing and Auxiliary Services
Coconino Community College
2800 S. Lone Tree Rd.
Flagstaff, AZ 86005

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.

- Q. Public Opening
In accordance with ARS 41-2534, 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!!!!

- R. Right to Reject
The College 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.
- S. Contractor's Cost of Proposal Preparation
Costs incurred in preparation of the submittal, or incurred in any manner in response to this document are the responsibility of the proposer and will NOT be paid or reimbursed by the College District.
- T. Proposal Changes
Erasures, interlineations or other modifications in the Proposal shall be initialed by the person signing the firm's offer.
- U. Proposer's Responsibility to Clarify Content
It is the responsibility of all proposers to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- V. Proposal Non-commitment
This RFP does not constitute a commitment by the College District to award a contract. The College 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 College District and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

6. COCONINO COMMUNITY COLLEGE CONTACT

All communications concerning this RFP must be sent to Robert Sedillo, by e-mail (preferred) at Robert.Sedillo@coconino.edu or by phone at (928) 226-4283. In the interest of fair and open competition, **Offerors must not contact other College 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.

7. PROPOSAL EVALUATION CRITERIA AND SCORING

Once proposals are received, opened and evaluated against the criteria detailed in this RFP, the College 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 in Appendix A. 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 College will be identified and Contractors will be notified of the College District's intent to award a contract. Depending on the contract value, approval by the College District's Governing Board may be required. A contract shall be issued to the selected Contractor for signature, then signed by the College 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 confidentiality of College 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)

8. GENERAL CONTRACTUAL CONDITIONS

- A. 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.
- B. Conflicts in the Contract
In the event two (2) points of the contract conflict, the College District shall have sole discretion as to which shall control.
- C. 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 College 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".
- D. Indemnity (including Patents, Copyrights, and Royalties)
Contractor agrees to defend, indemnify, and hold harmless College 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 College District in cases of strict liability and regardless of any conduct, negligence or fault alleged against College District, it being the intention of the parties that College District be completely indemnified.

The contractor agrees that it will pay all royalties and license fees and shall indemnify and hold harmless the College 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 College District or its agents alleging such infringement or misuse. The College 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.

- E. Unauthorized Obligations; Effect; Liability
Per Arizona Revised Statute § 35-154: “No person shall incur order or vote for the insurance of any obligation against the state or for any expenditure not authorized by an appropriation and an allotment. Any obligation incurred in contravention of this chapter shall not be binding upon the state and shall be null and void and incapable of ratification by any executive authority to give effect thereto against the state.
- Every person incurring or ordering or voting for the incurrence of such obligations, and his/her bondsman, shall be jointly and severally liable therefore. Every payment made in violation of the provisions of this chapter shall be deemed illegal, and every official authorizing or approving such payment, or taking part therein, and every person receiving such payment, or any part thereof, shall be jointly and severally liable to the state for the full amount so paid or received.”
- F. Liability to Third Parties
The contractor shall indemnify and hold harmless the College 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.
- G. Offer and Acceptance Period
Proposals are an irrevocable offer for one-hundred and twenty (120) calendar days after the proposal opening time and date.
- H. 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.
- I. Contract Termination for Convenience
The College District may, by written notice to the Contractor, terminate all or any part of this contract for the College District’s convenience with thirty (30) calendar days written notice. In the event Contractor is terminated, Contractor’s entitlement shall be based on non-recurring 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 College District within 30 calendar days of the effective date of termination. The College 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 College 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 College District may direct for the transfer, protection, or preservation of property and other rights that become College District’s as a result of termination. Contractor shall promptly refund College 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.
- i. Termination for non-appropriation of funds:
The Trust 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.
- J. 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.
- K. Acceptance / Definitions
Any purchase order or contract issued as a result of this RFP expressly limits acceptance to the terms and conditions stated therein, the specifications hereto, and any additional terms and conditions incorporated into and attached hereto, and supersedes all preprinted

or other terms and conditions of any Contractor purchase order or acknowledgment submitted concurrently with or pursuant to the purchase order/contract. Any additional or different terms proposed by the Contractor are rejected unless specifically accepted in writing by College District.

Any purchase order or contract issued as a result of this RFP becomes a binding contract subject to the terms and conditions set forth and incorporated herein when accepted by acknowledgment or by Contractor's performance.

The purchase order and contract constitutes the complete and final agreement of the parties and supersedes all prior or contemporaneous agreements, discussions, or representation not otherwise expressly stated herein. No other terms and conditions or modifications and changes to the purchase order shall be binding upon College District unless agreed to in writing by College District.

"College District" means the entity issuing purchase orders/contracts for goods or services, in this case, College District.

"Contractor" means the person, firm, or corporation, from which the College District is purchasing goods or services, or some combination thereof; the seller.

L. Delivery – Time is of the Essence

Deliveries are to be made in quantities and at times specified herein. If Contractor's deliveries shall fail to meet schedule, College District, without limiting its other rights or remedies, may direct expedited routing, and any excess costs incurred thereby shall be debited to Contractor's account.

College District may, in accordance with paragraph 9.E, "Contract Termination for Cause/Default," terminate all or part of this Order in the event Contractor fails to deliver Goods as required herein.

College District shall not be liable to Contractor's commitments or production arrangements in excess of the amount or in advance of the time necessary to meet College District's delivery schedule.

Delivery in accordance with specifications does not constitute acceptance by College District under this order. Risk of loss of goods shall be Contractor's prior to passage of title and College District's after passage of title.

M. Inspection

College 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 College District's right to reject nonconforming Goods, or to avail itself of any other remedies to which College District may be entitled, notwithstanding College District's knowledge of the nonconformity, its substantiality, or the ease of the discovery.

N. Invoice Payment

College 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.

O. Shipping Terms

Shipping Terms are F.O.B. Destination, freight prepaid and allowed.

P. Warranty

Contractor shall provide all Goods and perform all Services hereunder to the satisfaction of the College 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 College 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 College 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 College 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 College District, may be considered defective and not in accordance with the specifications contained herein. If required by the College 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 College 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 College District's option, promptly repair or replace defective goods at its own expense.

The warranties of Contractor and remedies of College 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 College District, its successors, assigns, customers, and users of its products.

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

Q. Ownership of Property

Unless otherwise agreed in writing, any tangible property including, but not limited to, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, and all other equipment or material furnished to Contractor by College District, or developed in performance of College District's purchase order, are the property of the College District.

Contractor shall not substitute any property for College District's property except in filling College District's purchase order or as otherwise directed by College District. Such property while in the Contractor's care, custody, or control shall be maintained in good condition at Contractor's expense and risk and shall be kept insured by Contractor at Contractor's expense in an amount equal to the replacement cost with loss payable to the College District.

R. 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. College District and College 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. College District and College District Foundation agents, representatives and employees as additional insured.

S. 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 College 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.

T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor, if determined to be a Business Associate under HIPAA regulations, may be required to sign a Business Associate Agreement with the College District (as a Covered Entity), to document the parties' obligations to ensure compliance with HIPAA Privacy and Security Rules governing the confidentiality of Protected Health Information (PHI).

9. OTHER CONTRACTUAL ISSUES

A. 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 College 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.

B. Specification Clarifications

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

C. Justification of Errors

No pleas as to acts, orders or supervision of the College District (or any other person) shall be admitted in justification of any errors or departure from terms of the contract unless specifically permitted in writing.

D. Right Under Breach of Contract

In the event any provision of the contract is violated, the College District may serve notice on the contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) business days after serving such notice, such violation shall cease and satisfactory arrangements for correction be made, the College District may suspend the contractor's right to proceed or the College District may terminate the contract.

E. Contract Termination for Cause/Default

The College 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 College 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 College District, the contractor does not meet the requirements of the contract;
- 2) In the opinion of the College District, the contractor fails to perform adequately the services required in the contract;
- 3) In the opinion of the College District, the contractor attempts to impose on the services, which is not acceptable to the College District;
- 4) The contractor fails to complete the required work or provide the required services, which is not acceptable to the College District;

- 5) In the opinion of the College District; the contractor fails to make progress in the performance of the requirements of the contract and/or gives the College District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The College 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 non-compliance with the specifications, any actual expense of testing will be borne by the contractor;
- 4) In case of default, the College District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The College 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.

F. Suspension

In exercising the College District's right to secure completion of the work under any of the provisions hereof, the College District shall have the right to exercise sole discretion as to the manner, methods and reasonableness of costs of fulfilling the contract. The rights of the College District to suspend or terminate as herein provided shall be cumulative, not exclusive, and shall be in addition to any other remedy provided by law.

G. Advertising

No mention shall be made in any advertising or articles in any publication relating to this arrangement without the written approval of the College District.

H. Confidentiality of Records

The contracted company shall establish and maintain procedures and controls that are acceptable to the College District for the purpose of assuring that no information contained in its records or obtained from the College District or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the College District. The contracted company also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as need for the performance of duties under the contract, unless otherwise agreed to in writing by the College District.

OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

- i. College District information that is required to be kept confidential will be kept so in perpetuity. for purposes of this Contract, Confidential Information is defined as any and all College District information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding College District employees and students, personal health information (as defined by the Healthcare Information Protection Accountability Act), and other personally identifiable information protected by applicable law or regulation. In addition, Confidential Information includes data and other information that is proprietary to or developed by College District such as institutional financial and performance records.
- ii. Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract,

and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- iii. Contractor agrees that Confidential Information provided to it, or to which it may potentially have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage to enhance or optimize the functionality of the service provided under this Contract.
- iv. Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose the College District Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor shall remain legally and financially liable for any unauthorized disclosure of the College District's Confidential Information by those subcontractors.
- v. If a Contractor staff person or Contractor subcontractor potentially will have access to College District's network, facilities, data, Confidential Information, and/or Sensitive Information,¹ they may not perform any work involving such access until they have received College District's privacy and security training, and/or accepted and agreed to adhere to College District's privacy and security policies and procedures.² If exigent circumstances are presented, all or part of this requirement may be waived in writing by College District's Chief Information Officer or General Counsel.
- vi. As noted in Section 6, Paragraph S, Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting College District and Contractor to release the information according to the authorization. At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.
- vii. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed College District's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate College District representative with copies of those policies and plans upon request.
- viii. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to College District. Contractor will supply the appropriate College District representative with copies of those policies upon request.
- ix. Contractor will inform College District's Chief Information Officer and the Office of General Counsel immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College District may be required to perform a risk assessment and/or provide a notification under applicable law, at which point College District internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of

action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the College District Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,

- x. Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.
- xi. For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to College District, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.
- xii. If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving Confidential Information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold College District, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney fees and court costs) of any kind relating to the disclosure of Confidential Information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold College District harmless from claims of any kind relating to the disclosure of College District's Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.
- xiii. To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.
- xiv. If the RFP specifically requires the Contractor to submit the College District **External Entity Due Diligence Questionnaire** before Contract award, Contractor will be required to promptly update and resubmit the questionnaire if it makes any revisions to its practices and policies that materially change its responses to that questionnaire.
- xv. If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains College District Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws

- I. Equal Opportunity Institution
The College 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.
- J. Status of Contractor as Independent Contractor
All of Contractor's employees furnishing services to the College 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 College District. Vendor shall perform all services as an **Independent Contractor** and shall discharge all its liabilities as such. The College 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 College District.
- K. Assignment of Agreement
This agreement shall not be assigned to other parties without the written permission of both College District and the contractor.
- L. Due Diligence / Force Majeure
Performance of any purchase order or contract resulting from this RFP by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control.
- Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Contractor will not be liable for failure to perform or for delay in performance under this agreement due to any cause beyond its reasonable control, including, but not limited to, an act of any governmental authority or of the customer, riot, sabotage, embargo, injunction-intervention acts, labor disputes, lockouts, fire, tornado, flood or other similar occurrences beyond the reasonable application. In the event of a failure to perform or delay in performance due to any of the foregoing causes, when the time for completion of the services will be extended by a period of the time reasonably necessary to overcome the effect of such delay. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.
- M. Obligations of the College District
The College District grants the contractor and agrees to aid the contractor in obtaining full access to the premises of the College District in connection with the contractor's performance of its obligations under this agreement. Additionally, the College District agrees to provide and maintain such environmental and other specifications as identified.
- N. 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 College District agree to substitute a valid provision which closely approximates the economic effect and intent of any invalid provision.
- O. Contractual Commitment
This Proposal may become the contract between the parties at the discretion of the College 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.

- P. Compliance with Non-Discrimination Laws
To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 2964, 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 2973, 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.
- Q. Recognized Agents
No agent, employee or representative of the contractor has any authority to bind the contractor to any affirmation, representation or warranty, and unless such is specifically included within this agreement, it shall not be enforceable by the College District.
- R. Contract Binding
The contractor and the College District each represent that they have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party.
- S. Protests, Remedies, and Applicable Laws
Protests of the solicitation may only be submitted by a participating offeror, to the Executive Vice President, prior to the due date for proposals. Protests of award may only be submitted by a participating offeror, and must be received by the Executive Vice President within ten (10) calendar days following issuance of the Notice of Intent to Award a Contract. All protests must be submitted in writing. For full Protest procedures, please contact the Director of Purchasing at Robert.sedillo@coconino.edu
- This agreement shall be governed, and the College District and vendor/contractor shall have all remedies afforded each, by the Uniform Commercial Code as adopted in the state of Arizona except as otherwise provided in the contract or in statutes pertaining specifically to the College District. The law of the State of Arizona shall govern this contract and suits pertaining to this contract may be brought only in the courts in the state of Arizona.
- T. Public Record
All Proposals submitted in response to this Request shall become the property of the College District and will become a matter of public record available for review subsequent to the award notification as provided by A.R.S. § 39-121. Further, A.R.S. § 35-214 requires that all contracts for the furnishing of goods, equipment, labor, materials or services to the state include a clause to the following effect: "All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. Such records shall be produced at such state offices as designated by the state in the contract."
- U. Small, Small Disadvantaged, Minority Owned and Women Owned Businesses
The College District, being an Equal Opportunity/Affirmative Action Institution, is committed to the development of Small, Small Disadvantaged, Minority Owned and Women Owned businesses. Should subcontracting be required during the performance of this contract, the contractor shall make every effort to ensure equal opportunity for securing the services of these type businesses.
- V. Flagstaff Alliance for the Second Century Intergovernmental Agreement
Coconino County Community College District is a member of the Flagstaff Alliance for the Second Century, for which an Intergovernmental Agreement for procurement has been established with Flagstaff Unified School District, Northern Arizona University, Coconino County and the City of Flagstaff. In accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632, the Agreement permits purchases of materials, equipment and services from vendors at the prices, terms and conditions contained in contracts originated between any and all the aforementioned agencies and the vendor(s) contract as awarded.

- W. Conflict of Interest
This contract may be canceled for conflict of interest by the College District in accordance with Arizona Revised Statutes Section 38-511.
- X. Immigration Law
As mandated by Arizona Revised Statutes § 41-4401, each Party:
(i) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);
(ii) acknowledges that a breach of the warranty in subsection (i) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and
(iii) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.
- Y. Federal Contract Requirements (DOESN'T APPLY– Appendix B not included herein)
All applicable provisions as stated in Appendix B to this RFP, for non-federal entity contracts under federal awards (2CFR Part 200), shall govern this contract.
- Z. 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.

Coconino Community College

RFP 2020-01

Door Access and Intrusion System

APPENDIX A

Coconino Community College - RFP 2020-01
Door Access and Intrusion System

SCOPE OF WORK

Current Door Access System Overview

- Current system Bosch
- Monitors approximately fifty three readers and doors
- Currently has fifty-four unlock schedules at Lone Tree and Fourth Street campus.
- Currently has thirty-nine access groups at Lone Tree and Fourth Street campus.
- Nine head end control panels, seven at Lone Tree campus, one each at Fourth Street and Page campus.

Intrusion System

- Current system Ademco
- Monitors approximately two hundred intrusion zones and individual access doors readers.
- Fire panel notifies system of alarm

System General Requirements:

- Both systems will be connected to the Coconino Community College network
- All existing door hardware including but not limited to locks, door position switches, keeper switches and associated wiring from the head end to the door shall remain and be re-used.
- 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 summer of 2019.
- Five concurrent client installation for door access system and intruder system.
- System must be able to connect to HID Fargo DTC 4500e single sided card printer.

Mandatory Door Access System requirements:

- Access control system software shall be compatible with Milestone Smart Client 2018 R1 or newer version.
- All programming shall be transferred from the existing access control into new system
- 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 400 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.
- System have capacity to a minimum of 10,000 users
- 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:

- A total of five keypads will to be replaced. Two at Lone Tree Campus, Two at Fourth Street Campus, and One at Page Campus
- All keypads shall be programed to disarm with prox card for security personnel.
- Intrusion system should use software that integrates with Milestone Smart Client 2018 R1 or newer version.
- System shall be fully integrated with current door reader, existing fobs and existing cards.
- 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.
- At Fourth Street Campus all fire panels and zones to remain untouched, only intrusion cutover to intrusion system.
- Install five new duress buttons four at Lone Tree Campus (two at cashier station, one each at President and Dean of Students office) and one at Fourth Street Campus (front desk)
- System shall have event logs
- Pre-defined reports on system configuration, system activity history, and people.

Optional Intrusion system requirements:

- It is preferable to have system auto arm building on set schedule

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.
- Once all programming is completed and scheduled, cutover is completed. Vendor shall remove old Ademco and old Bosch 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.**

**Coconino County Community College District
Flagstaff Campus**

RFP 2020-01 Door Access and Intrusion System

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____.

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT
Purchasing & Auxiliary Services
2800 S. Lone Tree Rd.
Flagstaff, AZ 86005

Ref: RFP/CONTRACT NO. 2020-01

CONTRACTED DOOR ACCESS AND INTRUSION SYSTEM

OFFER FORM

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

TO COCONINO COUNTY COMMUNITY COLLEGE 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 College District's Purchase Order, and this form shall constitute the complete contract.

Signature also certifies understanding and compliance with A.R.S. 41-2533 for Competitive Sealed Proposals.

Arizona Transaction (Sales) Privilege

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 College 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 Coconino County Community College District.

This contract shall henceforth be referred to as Contract No 2020-01. The proposer is hereby cautioned not to provide goods and/or services under this contract until proposer receives a College District Purchase Order.

Coconino County Community College District

APPROVED:

Awarded this _____ day of _____, 20__.

College District's authorized contract authority