



**LeMoyne-Owen College**  
**Request for Proposals Digital Door**  
**Campus-Wide Access Control**

**Issued by:**

**LeMoyne-Owen College**

**March 2022**

## Information Technology

### TABLE OF CONTENTS

#### Section One – Introduction

- A. Project Description

#### Section Two – General Conditions, Instructions, and Information for Proposers

- A. Definitions
- B. Point of Contact
- C. Interpretation of Documents/Written Addenda
- D. Delays
- E. Proposal Withdrawn
- F. Additional Information
- G. Award/Contract
- H. Termination
- I. Proposal Preparation Costs
- J. Accuracy of Proposal Information
- K. News Releases
- L. Acceptance/Rejection
- M. Conflict of Interest
- N. Relationship of Parties
- O. Personnel
- P. Familiarity with Laws
- Q. Equal Opportunity Statement
- R. Drug/Alcohol Free Workplace
- S. Tobacco Free Organization
- T. E-Verify
- U. Taxes/Licenses/Permits
- V. Patents and Copyrights
- W. College Liability
- X. Vendor Liability
- Y. Audit
- Z. Protest
- AA. Disputes
- BB. Miscellaneous
- CC. Indemnification
- DD. Proprietary Material
- EE. Ownership of Work Products
- FF. Errors and Omissions
- GG. Firm's Responsibility
- HH. Qualification Rejection
- II. Performance Inquiry

- JJ. Severability
- KK. Prohibition against Assignment
- LL. Availability of Funds

**Section Three – Specifications**

- A. Purpose
- B. Minimum Qualifications
- C. System Supplier
- D. Installer Qualifications
- E. Attend Pre-Installation Conference
- F. Action Submittals
- G. Scope of Work
- H. Inclusions and Deliverables - Door Schedule
- I. Final Acceptance
- J. Reference Documents
- K. Warranties and Disclaimers
- L. Other

**Section Four – Submittal Instructions, Dates and Selection Process**

- A. Instructions for Submittal of Responses
- B. Request for Proposal Pertinent Dates
- C. Screening Selection Process/Evaluation Criteria Attachments – Required for your Bid Submittal

Additional Forms required for submittal:

Forms will be located on college website at [www.loc.edu](http://www.loc.edu)

- A. Conflict of Interest Disclosure Form
- B. IRS Form W-9
- C. Request for Taxpayer Identification Number

## **SECTION ONE INTRODUCTION**

### **A. Project Description**

Provide and install Enterprise level Access Control for the entire campus of LeMoyne-Owen College to be located within our Data Center or in the cloud.

The College reserves the right to accept or to reject any or all bids, to waive any irregularities or cloud in any response or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Proposer whose bid complies with all the requirements set forth in this RFP and whose response, in the opinion of the College, is the most advantageous to the College, taking into consideration all aspects of the Proposer's response, including the total net cost to the College, as well as all the criteria set forth in this RFP.

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Proposer through this RFP. Such deviations must be listed on the attached Response Form; otherwise, the proposal package must be considered as being made in strict compliance with RFP instructions and specifications. The Bid package, in PDF file, may be downloaded from the Purchasing website at. [www.loc.edu](http://www.loc.edu)

**Direct all inquiries regarding this proposal to IT Project Manager at 901-435-1624 or by e-mail:**  
[DoorAccessRFP@loc.edu](mailto:DoorAccessRFP@loc.edu)

## SECTION TWO

### GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR LOC

#### A. Definitions

The college of LeMoyne-Owen College, Memphis TN; the 'College'

RFP: Request for Proposal; a formal request soliciting proposals

#### PROPOSER/RESPONDENT:

An individual, firm, partnership, corporation, association, or other legal entity permitted by law to provide a Campus- Wide Access Control for educational entities and who submits a response to the RFP

#### RESPONSE/PROPOSAL/SUBMITTAL:

Qualifications and other information submitted in response to an RFP

#### EVALUATION TEAM:

Comprised of college staff; established to review and score the submittals in accordance with the criteria and make recommendation for award; a representative from Procurement Services, or a designee, serves as the non-voting chairperson

#### CONTRACTOR/VENDOR:

A company or person which is awarded the RFP/agreement

#### ASSOCIATED LAYOUT:

NA

#### B. Point of Contact

The College's point of contact for all matters relating to this RFP is Laurie Harper, IT Project Manager. If there are any questions concerning the RFP, direct in writing, to Laurie Harper VIA email [doorAccessRFP@loc.edu](mailto:doorAccessRFP@loc.edu) Neither questions nor answers will be provided via phone or in person. The last day to submit questions will be the end of business (4:30 p.m. CST) on Thursday, April 1st. Questions received after 4/1/22 will not be answered.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer, or agent of the College concerning any aspect of this solicitation, except in writing to the Coordinator of Purchasing or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

### **C. Interpretation of Documents/Written Addenda**

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's point of contact (Section Two, Letter B). Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Purchasing Office prior to the RFP submittal date, supplementing, modifying, or interpreting any portion of this RFP and same will be posted on the College's website:

[www.loc.edu](http://www.loc.edu) No verbal or written information from other sources is authorized as representing the College.

In case the College finds it more expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website: [www.loc.edu](http://www.loc.edu)

It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, [www.loc.edu](http://www.loc.edu) view the solicitation and download any or all issued addenda.

### **D. Delays**

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website: [www.loc.edu](http://www.loc.edu)

It is the sole responsibility of interested proposers to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential proposer and not the responsibility of the College.

**E. Proposal Withdrawn**

Respondents may withdraw their proposals by notifying LOC, the Purchasing Office, in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of LOC and will not be returned to the respondents.

**F. Additional Information**

No additional information may be submitted, or follow-up performed, by any proposer after the stated due date, outside of a formal presentation to the evaluation team, unless specifically requested by LOC.

**G. Award/Contract**

The College intends to select the most responsible and responsive proposer(s) that can demonstrate in their written response with qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within LOC and executed by the parties. The College reserves the right to select a proposal(s) which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College.

Following approval of the intended award(s) by the college, if applicable, an agreement will be executed between the College and selected vendor(s). Should the College be unable to enter into a satisfactory agreement with the selected vendor(s), negotiations must be formally terminated, and the College can undertake negotiations with the next ranked proposer(s), and so on, until a satisfactory agreement(s) is executed that is fair, competitive, and reasonable or until the College otherwise terminates the selection process.

All provisions of this Request for Proposal and the successful respondent's submittal provide the specifications for, and obligation of, both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement in hierarchal order:

- a. Resulting Agreement for Campus-Wide Access Control
- b. LeMoyne-Owen College RFP Name
- c. All addenda issued pursuant to the RFP (if applicable) and
- d. To the extent consistent with RFP # (but only to that extent), the Proposer's formal response to the RFP

- e. The Trustees of LeMoyne-Owen College, Tennessee intends to establish one (1) agreement for a
- f. Campus-Wide Access Control. The College reserves the right, at its discretion, to select one firm or no firm. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement.

## **H. Termination**

If the awarded contract(s) is terminated or cancelled within the first year of the contract period, LOC may elect to award the contract to the next ranked proposer, issue a new RFP or to cancel the project whichever is determined to be in the best interest of LOC.

The College may, by written notice to the vendor, terminate the agreement for default in whole or in part if the vendor fails to:

1. Provide products or services that comply with the specifications herein or final negotiated specifications or fails to meet the College's performance standards
2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
3. Make progress to endanger performance of the agreement or
4. Perform any of the other provisions of the agreement

Prior to termination for default, the College will provide written notice to the vendor affording the vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action. The vendor and its sureties (if any) shall be liable for any damage to the College resulting from the vendor's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College, the vendor shall:

1. Stop orders/work on the date and to the extent specified
2. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work and other materials related to the terminated work as directed by the College and
4. Continue and complete all parts of that work that have not been terminated



If the vendor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the vendor, the contract shall not be terminated for default. Examples of such causes include acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather.

The contract may be terminated by college for convenience upon ninety (90) days written notice to the other party.

**I. Proposal Preparation Costs**

Neither LOC nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

**J. Accuracy of Proposal Information**

Any proposer who submits in its proposal to LOC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**K. News Releases**

The proposer shall obtain the prior approval of LOC for any news releases or other publicity pertaining to this RFP or other service, study, or project to which it relates.

**L. Acceptance/Rejection**

LOC reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re- advertise for new proposals, or to abandon the project in its entirety. LOC reserves the right to make the award to that proposer(s) who, in the opinion of LOC, will be in the best interest of and/or the most advantageous to LOC. LOC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in LOC's opinion, is not in a position to perform properly under this award. LOC reserves the right to inspect all facilities of proposers to decide as to the foregoing.

**M. Conflict of Interest**

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of LeMoyne-Owen College. Further, all respondents must disclose the

name of any college employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Should the awarded proposer permanently or temporarily hire any college employee who is, or has been, directly involved with the proposer prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the college. The Conflict-of-Interest Disclosure Form shall be completed and submitted as part of the proposal response. The Conflict-of-Interest Disclosure Form can be found at the following website address: [www.loc.edu](http://www.loc.edu)

**N. Relationship of Parties**

The vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent, or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from college to vendor or the employees, agents, or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees, and public servants during the performance of the agreement.

**O. Personnel**

Vendor, for the life of contract and any subsequent renewals, shall comply with any LeMoyne-Owen College operating procedure requiring college operators, vendors, contractors, and associates on any LeMoyne-Owen College campus to submit to a fingerprint-based state and federal criminal history check as set forth under the Tennessee Statute or any other fingerprint identification check as deemed necessary and requested by LeMoyne-Owen College. Vendor shall, when so requested by LeMoyne-Owen College, pursuant to the Tennessee Statute, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Tennessee Statute to the extent of LeMoyne-Owen College requests.

Fingerprint identification for a background or criminal check for purposes other than compliance with Tennessee Statute, vendor shall comply with such other request by submitting the requested documentation to the Department of Public Safety within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Tennessee Statute or other fingerprint-based background or history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract for non-compliance. Vendor shall be responsible for all costs associated with either a

request for a fingerprint-based state and federal criminal history check under Tennessee Statute or other request for fingerprint-based background or check.

**P. Familiarity with Laws**

All proposers are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Tennessee Administrative Code, State Requirements

**Q. Equal Opportunity Statement**

LeMoyne-Owen College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information, or veteran's status. The College is an equal access/equal opportunity institution. Questions pertaining to educational equity, equal access, or equal opportunity should be addressed to Title Compliance Coordinator, 807 Walker Ave. Memphis, TN 38126, the Assistant Secretary for Civil Rights, United States Department of Education. The vendor shall have similar policies for employees assigned to the College.

**R. Drug/Alcohol Free Workplace**

LeMoyne-Owen College believes in a drug free workplace and is committed through in-house policies to this objective. The vendor shall have similar policies for employees assigned to the College. The proposer shall complete and submit the "Drug Free Workplace Form". The form can be found at the following website: [www.loc.edu](http://www.loc.edu)

**S. Tobacco Free Organization**

LeMoyne-Owen College provides a safe and healthy environment for students, faculty, staff, and visitors to the College, which includes eliminating tobacco use as part of the commitment to be promoting healthy and choices for individuals. Tobacco use is prohibited on all property and in all facilities owned, leased, or operated by LeMoyne-Owen College, including all vehicles owned or rented by the College. There are no designated smoking areas on such College property. Tobacco use includes all types of tobacco and tobacco-like products including smoke-less tobacco and any other smoking or smoking simulation products including electronic cigarettes.

**T. E-Verify**

Vendor, for the life of contract and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors, and associates on any LeMoyne-Owen College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security's E-Verify system as set forth under the State of Tennessee, Office of the Governor, Verification of Employment.

The verification of employment eligibility will include all persons employed during the agreement term by the vendor to perform duties within Tennessee and all persons (including subcontractors) assigned by the vendor to perform pursuant to the agreement with the College. Upon request by the College, evidence of compliance shall be provided to college.

**U. Taxes/Licenses/Permits**

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state, and municipal statutes.

**V. Patents and Copyrights**

Vendor agrees to indemnify and save harmless the College, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

**W. College Liability**

LeMoyne-Owen College will be liable only for property damage and/or bodily injury pursuant to resulting agreement and which occur as a direct result of negligence of the College, its agents, or employees

**X. Vendor Liability**

Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the vendor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the Project. By requiring such minimum insurance, LeMoyne-Owen College shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or

broader coverage. The vendor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis except for Professional Liability.

1. Coverage:

- a) Commercial General Liability – ISO CG 001 Form or equivalent. Coverage to include Premises and Operations
- b) Personal/Advertising Injury Products/Completed Operations Broad Form Property Damage Independent Contractors
- c) Automobile Liability including all:
- d) Any Auto (owned, non-owned, hired) Personal Injury Protection (when applicable)
- e) Workers' Compensation
- f) Statutory Limits as per Tennessee Statute including Employer's Liability.
- g) Excess/Umbrella Liability (as needed)
- h) Excess of Commercial General Liability, Automobile Liability and Employer's Liability; Coverage should be as broad as primary

2. Professional Liability – the policy/coverage shall be amended to include the following:

- a) Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts
- b) Claims alleging improper supervision of sub-consultants
- c) Representative Insured Wording amended to include past principals/employees
- d) Cancellation Clause shall provide written notice prior to cancellation to college
- e) Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
- f) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice.

**II. Limits:**

Required Limits: The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project.

- Commercial General Liability

- Each Occurrence Limit \$1,000,000
- General Aggregate \$2,000,000
- Personal/Advertising Injury \$1,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Property Damage \$100,000
- Medical Payments (Any One Person) \$5,000
- Automobile Liability
- Bodily Injury/Property Damage (Each Accident) \$1,000,000
- Personal Injury Protection Statutory
- Workers' Compensation
- Coverage A (Workers' Compensation) Statutory
- Coverage B (Employer's Liability) \$1,000,000
- Umbrella Liability
- Each Occurrence Limit (\$1-\$5M)\$1,000,000
- Professional Liability
- Each Claim (\$1-\$3M) \$1,000,000
- Annual Policy Aggregate (\$2-\$5M) \$2,000,000
- Pollution Liability
- Per Claim \$1,000,000
- Annual Policy Aggregate \$1,000,000

1) Additional Requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by LeMoyne-Owen College.
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from LeMoyne-Owen College
- c) Include a Separation of Insured Clause (Cross Liability) for all liability policies
- d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration
- e) Provide uninterrupted Professional Liability for three (3) years after contract end date

**Y. Audit**

All the vendor's correspondence, records, vouchers, and books of account, insofar as work done or money expended under the contract is concerned, will be subject to inspection by the College internal auditing and/or legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of two (2) years after the completion of the contract.

**Z. Protest**

A copy of this Intent to Recommend Award(s) as well as the Bid Tabulation sheet is posted on the LeMoyne-Owen College Purchasing web site: [www.loc.edu](http://www.loc.edu)

Any person who is adversely affected by this decision or intended decision shall file with the College a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. Failure to file a protest within the time, or failure to post the bond or other required security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Tennessee Statutes. Any protest this decision or intended decision must be delivered prior to the Protest Period End Date/Time specified in this Notice. Protest must be delivered to:

**Office of Information Technology**

**LeMoyne-Owen College, Building GOH 807 Walker Ave.**

**Memphis, TN 38126**

**AA. Disputes**

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

**BB. Miscellaneous**

The vendor shall not use the name of the College, or any of the College's symbols or marks, in any way unless approved in writing by the College. The vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Tennessee. The College has reviewed purchasing agreements and state term contracts available under Tennessee Statutes as required in Tennessee Statutes Section.

**CC. Indemnification**

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by

any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of the College.

**DD. Proprietary Material**

All rights to proprietary material must be transferable to the College in the event the vendor goes out of business.

**EE. Ownership of Work Products**

The College will be considered the Owner of all work products produced under the contract that results from this RFP.

After submittals have been opened, a limited number of respondents submitting proposals in response to the RFP may be required, at the request of the College, to make an oral presentation/interview and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the respondent to clarify the proposal.

Respondents will not be allowed to change their proposal. The Procurement Services Office will initiate and schedule a time and location for any presentations which may be required. The College reserves the right to select a vendor(s) based on phase one ranking, which includes a price proposal, and not conduct phase two screening, oral presentations.

**FF. Errors and Omissions**

The proposer is expected to comply with the true intent of this RFP, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The proposer is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFP.

**GG. Firm's Responsibility**

It is understood, and the proposer hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFP.

**HH. Qualification Rejection**



The College shall have the right to reject any or all proposals and to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

**II. Performance Inquiry**

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any proposal if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement.

**JJ. Severability**

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of the resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Tennessee Statutes, such holding shall not invalidate render unenforceable any other provision hereof.

**KK. Prohibition Against Assignment**

Neither the College nor the vendor shall assign, sublet, convey, or transfer its interest in a resulting contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

**LL. Availability of Funds**

The obligations of LeMoyne-Owen College under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Tennessee and LeMoyne-Owen College.

## SECTION THREE SPECIFICATIONS

### A. Purpose

- a. The purpose of this RFP is requesting proposals from qualified access control contractors, to provide a complete electronic door access control system on building perimeter doors. Work includes the furnishing and installation of all equipment, materials, labor, and tools required for system installation, and a final terminations and system commissioning performed by a factory certified technician. In addition, provide training to staff in the operation of IP Access Control door/entry points to control and monitor the flow of people throughout the campus.
- b. The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, State Requirements for Educational Facilities, State of Tennessee Statutes, and OSHA

### B. Minimum Qualifications

- a. It is preferred that each respondent be registered to do business in the State of Tennessee.
- b. Respondents shall provide evidence of current Tennessee State Low-Voltage Contractor
- c. Provide evidence of Installation Certification.

### C. System Supplier: Certified by the equipment manufacturer for installing, supporting, and servicing the products to be furnished.

### D. Installer Qualifications:

- a. Company that is trained, authorized, and certified to install the specified products. Company to assign a qualified project manager for the entire course of the project.
- b. Company with a minimum of five (5) years documented system design, engineering supervision, and installation experience in the access control industry. Fully staffed local office within 2 hours of the work site.
- c. Within the local service center, installer must maintain an inventory of spare parts and other items critical to system operation and as necessary to meet the emergency service requirements.

### E. Attend Pre-Installation Conference: Prior to installation arrange conference between supplier and related trades to review materials, procedures, and coordinating related work. Date to be announced.

#### **F. Action Submittals**

- a. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Reference each product to a location on drawings.
- b. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- c. Diagrams for cable management system.
- d. System labeling schedules.
- e. Wiring Diagrams: For power, signal, and control wiring. Show typical wiring schematics.
- f. \*\*Battery and charger calculations for workstation and controllers.
- g. Operation and Maintenance Data: Include in emergency, operation, and maintenance manuals

#### **G. Scope of Work**

Provide and install Enterprise level Access Control server within the Data Center.

#### **System to meet the following criteria at a minimum**

- a. No re-occurring software licensing fees.
- b. Provide and install (1) Badging Software integration
- c. Provide and install the capability for the access control software to associate video surveillance footage with access/alarm events, and the ability to view video and access control within the same software window.
- d. Provide and install Active Directory/LDAP software Integration.
- e. System must have the capability to perform Visitor Management Integration.
- f. System must have the capability to integrate with existing Burglar Alarm Control and enunciation system.
- g. System must have the capability to integrate with IP cameras that will be installed in future.
- h. System must have the capability for expansion of up to 2,048 reader doors.
- i. Program the entire access control system and instruct the Owner how to use the Client Workstation and badge printer.

Provide (100) card credentials for this project.

All work should be completed within 3 weeks from beginning date.

#### **Installation should also include:**

All cables

All connectors

All misc. materials (including conduit and wire-mold/Panduit – when surface running cable on interior of building)

Software training in a classroom setting for all End-Users/Administrators

#### **H. Inclusions and Deliverables/Door Locations**

- A. Student Center: Door Schedule:**
- B. Bruce Gym: Door Schedule:**
- C. Building GOH/Data Processing & Computer Science: Door Schedule:**
- D. Building Middle College: Door Schedule**
- E. Brown-Lee/Admin. Offices: Door Schedule**
- F. Building Steele Hall: Door Schedule**
- O. Building – DuBois Scholars Center: Door Schedule**
- P. Building Hollis A. Price /Library: Door Schedule**
- Q. Building 1577-Health & Wellness/Nurse Office: Door**
- R. Saxon Dormitory: Dorm Schedule**
- S. Sweeny Hall: Dorm Schedule**

LOC to provide sufficient network switch port availability within each telecom room/closet.

Customer to coordinate with fire alarm vendor to have a technician on site to assist with fire alarm.

#### **I. Final Acceptance**

- a. Project will be considered complete when all work has been completed.
- b. Provide and install (1) request-to-exit push button on secure side for egress.
- c. Provide and install (1) PIR request-to-exit sensor just above secure side of door.

#### **J. Reference Documents**

Campus Door Schedule and Notes taken during mandatory site survey.

#### **K. Warranties and Disclaimers**

- a. 90-day warranty or from date of install, or 3 years if Extended Service and Warranty Plan is

accepted.

90-day warranty on parts from date of install, or 3 years if Extended Service and Warranty Plan is accepted.

b. Damage or failure caused by natural disaster(s), lightning, electrical systems failure, network failure, vandalism, or any other. damage caused by negligence of customer or others not associated with the vendor are most covered under warranty.

#### **L. Other**

a. Vendor must. provide a detailed timeline of the installation.

b. If a name brand has been specified in our details, this is used solely as a standard of quality and product specification. Product can be substituted with others of equal or better quality and should be noted in response.

c. Due to funding restraints this project may have to be split into phases; “deductions” are included on bid sheet for a price deduction regarding LeMoyne-Owen campus.

#### **END OF CAMPUS DOOR SCHEDULE**

a. Internet service and network switches.

b. 120VAC power for new devices.

c. Fire alarm integration (LOC) responsible for coordinating Fire Alarm Vendor to be on-site when Access Control Power Supplies are being brought online and connecting to Fire Alarm relay for code compliance with Mag Locks)

#### **Requirements by others**

a. LOC to provide access to all areas associated with project.

## **SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS**

### **A. Instructions for Submittal of Responses**

If there are any questions concerning the RFP, direct in writing, to the IT Project Manager, of LeMoyne-Owen College VIA email: [doorAccessRFP@loc.edu](mailto:doorAccessRFP@loc.edu)

Neither questions nor answers will be provided verbally.

The response shall be submitted via email, with the following subject line. "RFP Campus-Wide Access Control"

**Submit to: LeMoyne-Owen College**

**ATTN: IT Office, GOH. Room 107, 1st Floor 807 Walker Avenue**

**Memphis, TN 38126**

**(Phone) 901-435-1624**

Email an electronic copy of your proposals to [DoorAccessRFP@loc.edu](mailto:DoorAccessRFP@loc.edu). The electronic copy should be in PDF format. Response must arrive at the address listed above no later than 4:30 P.M. Central Standard Time on Friday, April 15, 2022, to be considered. Responses received after 4:30 P.M. CST on 04/15/22 will NOT be considered.

Proposers that do not comply with the college's procedures or deadlines established will not be considered. All submittal information received will be retained by the College. Proposals received after the stipulated date and time will not be accepted. Proposals that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

Proposers are cautioned that they are responsible for delivery to the specific location cited in the RFP. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location.

The College shall in no way be responsible for delays caused by any occurrence. The time/date stamp clock located in IT Office, Bldg. GOH, 1st Floor at 807 Walker Av., Memphis, TN 38126 shall serve as the official authority to determine receipt of any proposal. The RFP submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

Proposals will be evaluated by an evaluation team in accordance with purchasing policies of the College. The College reserves the right to reject any or all proposals when it feels it is in the best interest of the College.

All information submitted by proposers is subject to the Laws of Perjury as set forth in the Tennessee Statutes. the event a proposer is found to have committed perjury; such proposer shall be ineligible for consideration for future projects.

**B. Request for Proposal Pertinent Dates**

RFP to be advertised: March 16, 2022

**College Closed – Spring Break: March 14 thru March 18, 2022**

Site Visit: Friday, April 29<sup>th</sup>, 2022

10:00 A.M. Central Standard Time LeMoyne-Owen College

807 Walker Av. Bldg. GOH, 1st Floor Memphis, TN 38126

Last Day for Questions: Prior to 4:30 P.M. Central Standard Time Friday, April 1st, 2022

RFP Submittal: Friday, April 15th, 2022

4:30 P.M. Central Standard Time

LeMoyne-Owen College

ATTN: IT Office, Building GOH 1st Floor

807 Walker Avenue

Memphis, TN 38126

Oral Presentation/Interview: To be determined

Recommendation for intended award to be posted on website on or about, May 1, 2022

**C. Screening Selection Process/Evaluation Criteria**

Award of contract does not obligate the College to order or accept more than College's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the Proposer who provides goods or services at the best value for the College. In determining best value for the College, we can consider:

- 40% - The purchase price (total cost)
- 20% - Time to complete the project
- 20% - The references of the Proposer for previously completed projects
- 20% - All relevant criteria specifically listed in the RFP

#### **D. Award of Contract/Evaluation Procedures**

1. Award of contract, if made, will be made to the responsible Proposer whose proposal, conforming to this Request for Proposal, is most advantageous to LeMoyne-Owen College. The College reserves the right to reject all RFPs and to waive any minor discrepancy (immaterial discrepancy) in the RFPs received.
2. The College will establish an evaluation committee to evaluate all formal responses to this RFP. The evaluation committee will review all timely received proposals and assign relative evaluation points to each proposal, per the Evaluation Criteria.
3. The top three proposals scoring the overall highest scores in evaluation of their written proposals may be invited to the College for a one-hour oral presentation/interview. The College shall not be responsible for the cost of proposer's travel expenses or other costs which may result from this process. The proposer with the overall highest evaluation will be recommended for this contract.
4. Each proposer shall provide a list of all Campus-Wide Access Controls in which they have been contracted during the last five years. Indicate the Owner's name, location, contact person, phone number, and year built for each facility.

The College reserves the right to select proposals which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following



approval of the intended award by the college, if applicable, an agreement will be executed between the College and selected vendor.

Should the College be unable to negotiate a satisfactory agreement with the top ranked proposer, negotiations must be formally terminated, and the College can undertake negotiations with the second ranked firm, and so on, until a satisfactory agreement is negotiated that is fair, competitive, and reasonable or until the College otherwise terminates the selection process.