

INVITATION TO BID DUE: 3:00PM – June 19, 2022 Sealed bids must be clearly marked on the outside of the package with: "RFP PATHWAY CHURCH DOOR ACCESS CONTROL SYSTEM BID"

#### PROPOSALS WILL BE OPENED JUNE 9, 2022 @ 9:00 AM LOCATION: PATHWAY CHURCH 2001 N. MAIZE ROAD, WICHITA, KS, 67212

# RFP PATHWAY CHURCH ACCESS CONTROL SYSTEM BID

**GENERAL SPECIFICATIONS:** Pathway Church, Facilities Department is soliciting services and equipment to provide a new door access control system.

**REQUIREMENTS:** Respondents failing to comply with any of the following requirements will not be considered for the evaluation and award process:

Each respondent is required to fill in every blank and shall supply 100% of all of the information requested within each section; failure to do so may be used as a basis of rejection.

**INFORMATION:** A complete background on the Pathway Church and the procurement process it follows can be seen by going to http://www.pathwaychurch.com/accesscontrolbid.

#### FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND ONE (1) COPIES OF YOUR REQ IN A SEALED ENVELOPE LABELED "REP PATHWAY CHURCH DOOR ACCESS CONTROL SYSTEM BID"

It is solely and strictly the responsibility of the respondent to ensure that the RFP is received by PATHWAY CHURCH on or before the specified date and time.

#### LATE PROPOSALS WILL NOT BE ACCEPTED.

The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by bidder and PATHWAY CHURCH.

Name of Firm:		
Contact Person:	Title:	
E-Mail:		
Business Address:		
City:	State: Zip:	
I affirm that the information given on this form is	s true and accurate as of this date.	

Date:

Signature:

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# **TERMS AND STANDARD CONDITIONS**

- 1. When submitting a bid/proposal, the bidder warrants that the commodities covered shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
- 2. Sales or use tax is not to be shown in bid price Pathway Church is exempt from Kansas Sales and Use Tax.
- 3. When bidding other than the brand and/or model specified in the request, the brand and/or model must be listed and descriptive literature attached to the document. Pathway may require examples of product bid.
- 4. Specifications furnished with this request are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and / or models approved as equal to designated products shall receive equal consideration.
- 5. Prices quoted shall be "Free on Board" (F.O.B.) to destination at Pathway Church. Charges may not be added after the bid is opened.
- 6. Pathway Church reserves the right to award items, all or none, or by line item(s).
- 7. Quality, time and probability of performance will be some of the factors in making an award.
- 8. Guarantees and warranties should be submitted with the bid/proposal, as they may be a consideration in making an award.
- 9. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to Pathway Church.
- 10. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent Pathway Church.
- 11. When noted, the Contractor is to supply Pathway Church with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Kansas, public liability and property damage. The Contractor shall pay all premiums and costs. In no way will the Pathway Church be responsible in case of accident.
- 12. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications. All work or equipment not completed will be refunded in its entirety.
- 13. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
- 14. Pathway Church reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the vendor, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Pathway Church may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
- 15. All bids/proposals must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the Pathway Church.
- 16. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
- 17. All contracts or agreements shall be governed by Pathway Church. Any Provisions to the contrary shall be deemed stricken and null and void.

#### CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature,	Title of Contractor
------------	---------------------

Date

**Printed** 

Name of Company

#### POLICY REGARDING SEXUAL HARASSMENT

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE,** pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

- 1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
- 2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
- 3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
- 4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
- 5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
- 6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
- 7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
- 8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
- 9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

# AGREEMENT TO COMPLY WITH THE POLICY AGAINST SEXUAL HARASSMENT, DISCRIMINATION, AND RETALIATION.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

#### CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

### 1. CONTRACT INSURANCE

- A. All proposals must contain a letter of intent or certificate of liability insurance from an insurance company authorized to do business in the State of Kansas stating its willingness to ensure the Company pursuant to the terms of any contract resulting from the request for proposal. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Pathway Church (where labor is involved).
- B. Requirements for Insurance Coverage for outside groups and contractors from here on named "USER":
- C. USER, at its sole cost and expense, shall maintain in force public liability insurance insuring against all liability of USER, Pathway Church, and their authorized representatives arising out of and in connection with USER's use of the FACILITY.
- D. USER shall provide to Pathway Church duly executed certificates of insurance evidencing these coverages, together with satisfactory evidence of the payment of the premium thereon. Such insurance shall be from an insurance carrier which carries such rating as may be required by Pathway Church, at Pathway Church's discretion. Each certificate shall specify that (i) the policy cannot be cancelled without providing Pathway Church at least thirty (30) days prior written notice, (ii) Pathway Church and any other party as may be designated by Pathway Church are named as an additional insured, and (iii) the insurer waives any subrogation rights against Pathway Church and any other party as may be designated by Pathway Church and any other party as may be designated by Pathway Church and any other party as may be designated by the to time, as such requirements may change.
- E. USER shall provide certificates two weeks prior to the event or work to be completed
- F. USER shall keep the policy in force through the duration of the event or until the work is completed
- G. Certificate holder should be listed as Pathway Church, 2001 N. Maize Road, Wichita, KS 67212.
  - i. \*\*Specific limits requested:
    - 1. Commercial General Liability
      - a. per occurrence \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and comprehensive general liability insurance (including product and completed operations coverage) with minimum policy limits of \$1,000,000 per occurrence/\$3,000,000 general aggregate for bodily injury and property damage.
    - 2. Automobile Liability if applicable
      - a. Any Auto \$1,000,000
    - 3. Workers Comp and Employee Liability
      - a. Per Statute
        - i. E.L. Each Accident \$500,000
        - ii. E.L. Disease Ea. Employee \$500,000
        - iii. E.L. Disease Policy Limit -\$500,000

#### 1) SUBMISSION OF BIDS

All bids will be submitted on the forms provided by Pathway Church. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations. Should a bidder find discrepancies in the specifications or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must, no later than 48 hours prior to the bid opening, request clarification from the County. Written requests maybe emailed to <u>Dan.Doerflinger@PathwayChurch.com.</u> Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be posted at https://PathwayChurch.com/accesscontrolbid.

#### 2) EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.** 

Should Pathway Church omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from Dan.Doerflinger@PathwayChurch.com at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

#### 3) NOTICE TO BIDDERS

Pathway Church may not consider bids from individuals, contractors, firms, or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to Pathway Church on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to Pathway Church.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Pathway Church.

#### 4) AWARD OF CONTRACT

In as much as time is of the essence bidders are advised that contract award will be made to the bidder with: A. The lowest responsible and responsive bid and

- B. The compliance with specifications.
  - a. Pathway Church reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the church.
- C. A back up bidder will be awarded if the awarded lowest responsible and responsive bidder is not able to comply with this proposal and /or the contract is terminated within the first year of services.

#### 5) TIME SCHEDULE

- A. BID posted at http://PathwayChurch.com/accesscontrolbid and legal notice published, June 9, 2022
- B. BID site visit will be held Monday, June 13, 2022, at 2001 N. Maize Rd., Wichita, KS 67212
- C. BID requests for interpretations to be submitted by 3:00PM on June 16, 2022
- D. BID due at 3:00 PM, Sunday, June 19, 2022
- E. BID opened at 9:30 AM, Monday, June 20, 2022

#### 6) GENERAL SPECIFICATIONS AND QUALIFICATIONS

A. Pathway Church seeking proposals for a new door access control system project to upgrade and replacement of existing door access control system

- B. Utilize existing door hardware and devices when available to minimize costs
- C. Pathway Church will be responsible for any IT support or networking/support needed to complete job.
- D. All pricing should include installation, taxes, cabling, small parts

E. This project will be installed in phases, depending on funding. Initial phase will utilize a \$100,000 FEMA and DHS grant. See applicable rules and regulations governing this purchase found at https://www.datacounts.net/nsgp/sub-grantees.asp

- F. This is Phase 1 of this project, and it needs to be completed no later than March 31st, 2023. Submit a time frame.
- G. System shall meet all Building and Fire Codes adopted by the Sedgwick County and the City of Wichita.
- H. No Software Solutions that require ongoing subscriptions, outside of maintenance and support contracts are allowed

I. Equipment must follow the guidelines found on the approved equiptment list that can be found at: https://www.fema.gov/authorized-equipment-list

- J. Ability to use mostly wireless readers
- K. Ability to unlock and lock doors on a schedule and remotely
- L. Ability to monitor the state of wired doors and notify of off scheduled actions
- M. All hardware and trim kits to be commercial grade and quality, like currently installed hardware.

#### 6.1 Software requirements:

- A. Door system control software should support a minimum of 1000+ users.
- B. Door system control software should meet the following specifications:
  - (1) Online monitoring, Lockdown capable, Anti-pass back, real-time operation and reporting, platform for future expansion of multiple locations/buildings.
    - a. Door access control software should support a minimum of 64 readers with the option for expansion later
    - b. Fully integrated badging application (preferable)
    - c. Graphic maps with real-time status updates (preferable)
    - d. Customized reporting tool, scheduled reports
    - e. Tiered administration levels for users, departments, roles
    - f. Browser based user interface; compatible with all industry standard browser software (Chrome, IE, Edge, and Firefox)
    - g. All ingress and egress should be able to be recorded

# 6.2 Badge/FOSupport HID cards and readers

- A. HID PVC cards, QTY. 200
- B. HID Fobs, QTY. 50
- C. Option for adding digital credentials
- D. Option to print customized badges

#### 6.3 Hardware

- A. 31 Wireless door cylinders
- B. 24 Crash bars
- C. 13 Wired Readers
- D. Infrastructure for wireless door communications

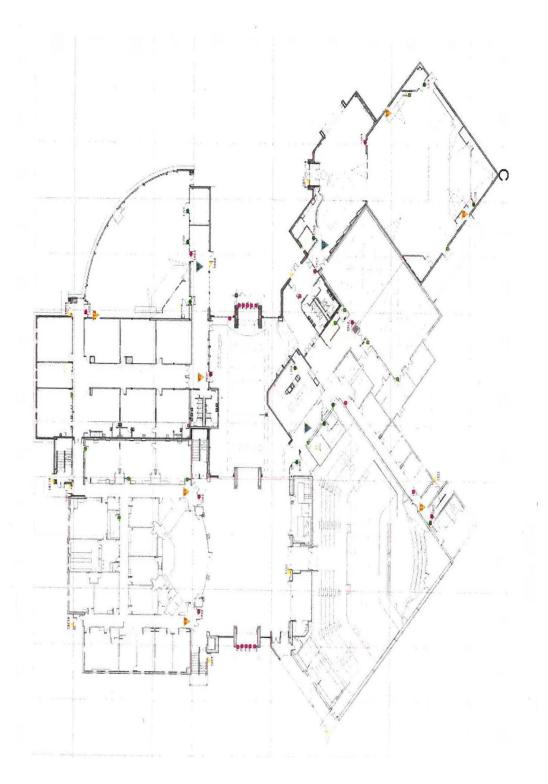
#### E. Hardware information

Name	Description	Measurements	Area
L8E1	Reader	n/a	ADA East Door
K8B1	Crash Bar	n/a	Nursery Hall
K9	Node	n/a	Nursery Hall
K12E1	Reader	n/a	Exterior Door 4
B116	Cylinder	n/a	Nursery Hall
B124	Cylinder	n/a	Nursery Hall
B120	Cylinder	n/a	Nursery Hall
B118	Cylinder	n/a	Nursery Hall
B122	Cylinder	n/a	South Door
C112	Cylinder	n/a	n/a
I12E1	Reader	n/a	Door 5 - Exterior
H12E1	Reader	n/a	Door 7 - On Post
19	Node	n/a	Kidslink Hall
I8B1	Crash Bar	n/a	n/a
Front Doors: 2 Doors	Strike or Crash Bar	n/a	East Atrium
M5E1	Reader	n/a	Door One - On Post
J6I1	Reader	48 1/4 " from floor	n/a
H6C2	Cylinder	n/a	GM Closet - A106
A105	Reader	n/a	n/a
R6	Node	n/a	n/a
G5C2	Cylinder	n/a	A104
A100 West	Reader	48 1/4" - from floor; On Wall	n/a
G Hall South	Crash Bar	n/a	n/a
G Hall North	Crash Bar	n/a	n/a
13	Node	n/a	n/a
12C1	Cylinder	n/a	Green Room
I2B1	Crash Bar	n/a	Baptistry Stairs
I2E1	Reader	n/a	n/a
F5	Node	n/a	n/a
F5B1	Crash Bar	n/a	Gym - South Entry
G101	Cylinder	n/a	n/a
G102	Cylinder	n/a	n/a
G103	Cylinder	n/a	n/a
F6C1	Cylinder	n/a	Kitchen Pantry - A103
Door 11 (5 doors)	Strike or Crash Bar	n/a	West Atrium
East Single Door	Crash Bar	n/a	Ignite Foyer

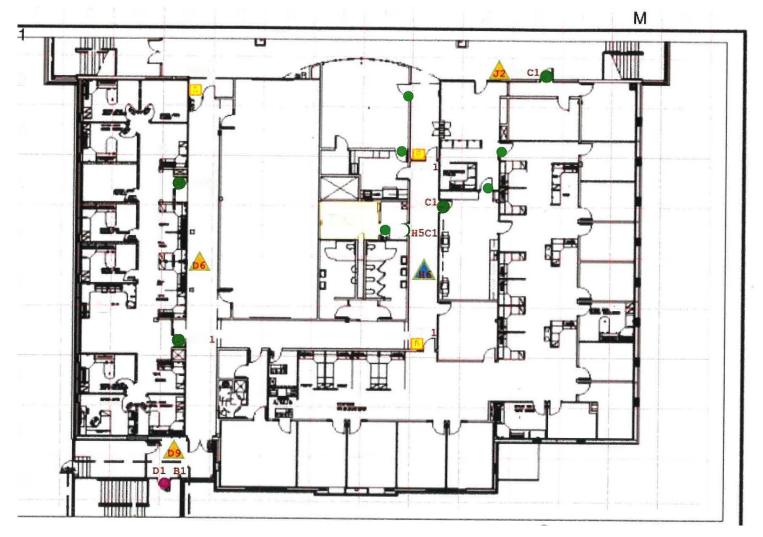
E6E1 (2 doors)	Strike or Crash Bar Reader on Post	n/a	Ignite Foyer - ADA Door
E5B1	Crash Bar	n/a	Ignite Foyer to Café
D9	Node	n/a	n/a
Gym Door	Crash Bar	n/a	Café
D5C1	Cylinder	n/a	D107 - Ignite Office
C6E1	Strike or Crash Bar	n/a	Door 13(2 doors)-Café Entry
D4B1	Crash Bar	n/a	Café to Ignite
B4	Node	n/a	n/a
D103	Cylinder	n/a	n/a
A3C1	Cylinder	n/a	D102
Door 15	Crash Bar	n/a	Ignite Exterior - North
D1C1	unknown	n/a	D104 - Ignite Green Room
D2	Node	n/a	Ignite Amp Room
G8R1	Crash Bar	n/a	Ignite - In Post
G8	Node	n/a	Ignite
E8	Node	n/a	Ignite
E9C1	Cylinder	n/a	Ballpark Green Room
E8E1	Reader	n/a	Exterior Door 10 - In Frame
E9B1	Crash Bar	61" from floor	Ballpark North
D9C1	Cylinder	n/a	Ballpark Closet
E11B1	Crash Bar	n/a	Ballpark South
F11	Node	n/a	Ballpark Hall
E12E1	Reader	46" from sidewalk	Door 8 - Ballpark Hall
1711	B218-R	46" from floor on post	Westlink Office
H6	Node	16', 4 " from door	Westlink Office Hall
H5C1	Cylinder Lock Set	n/a	Server Room
I4C1	B203 Cylinder	n/a	Workroom Hall
1411 - R	n/a	46 " from the floor on post	Entry to Westlink Hall
B200	Cylinder	n/a	South Door
B200	Cylinder	n/a	East Door
B203	Cylinder	n/a	Reception to Workroom
J2	Node	n/a	Outside Reception Office
K201	Cylinder	n/a	n/a
D10B1	Crash Bar	n/a	n/a
D9	Node	n/a	n/a
D7C1	Cylinder	n/a	Ops South
D6	Node	n/a	Center of Hallway - Ops
D4C1	Cylinder	n/a	Ops North
D2I1	Reader	46" from floor on wall; 52" from door	Ops Hall from Balcony

## 6.4 Maps

- A. Key
- Cylinder Crash bar Wired reader Gateway Node
- **B.** First Floor



## C. Second Floor



## 12. VENDOR PRICING, SERVICE & INFORMATION

	Total pricing for Bidder to Install				
	Total Bid for Software \$				
	Total Bid for Hardware	\$			
	Total Invoice, excluding Taxes	\$			
Average da	ays to install:				
Pathway C	Church is authorized to contact all references	in this packet YES		NO	
I have read this proposal in its entirety, requested any needed clarifications YES NO and have understanding of this solicitation.					
Is Software Support and Maintenance available? YES NO					
What is the Cost:					
What is the life cycle of the proposal?					
What is the projected amount of business days needed to compile information					
Name of the Proposed Product:					
Product Version Number:					
Is it the newest Version available YES NO					

## 13. FIRM/INDIVIDUAL EXPERIENCE

Please fill in the requested information below:

Total Number of Employees:

Number of Employees available for this proposal:

Number of Years in Business:

Provide three references from past job experience:

Reference 1	Reference 2	Reference 3
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone

Reference 4	Reference 5	Reference 6
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone

Thome

Number of Home & Branch Offices:

List all Home Office and Branch Location Addresses Closet to Church.

Type of organization:	Individual or Sole Proprietorship	Professional Corporation
Partnership	Joint Venture	Other:

#### **14. EVALUATION FACTORS**

The evaluation criteria will have the following relative weighting given each item.

30 Points	(1)	Specialized experience and technical competence of the firm with respect to the type of professional services required;
25 Points	(2)	Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project;
25 Points	(3)	Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and
20 Points	(4)	Firm's proximity to and familiarity with the area in which the project is located.

#### **15. BID CHECK-OFF LIST**

Proposal Signed

**Bid Security Included** 

Proof of Insurance Included

All Information is filled in the blanks (terms such as negotiable, or case by case will not be accepted)

Two Copies of the Completed Bid