



TEXAS SOUTHMOST
COLLEGE

REQUEST FOR PROPOSAL

“Internet Protocol (IP) Based Surveillance Camera
and
Door Access Control Systems”

TSC RFP 20-14

**Submission Date:
June 5, 2020**

SECTION 1. INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this Request for Competitive Sealed Proposals (RFP) will be issued in writing by the College as an addendum and faxed or mailed to all parties recorded by the College as having received a copy of this RFP.

All such addenda issued by the College prior to the time that proposals are received shall be considered part of this RFP, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposals. Only those inquiries the College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addendums, if any, can be obtained at the following website:

www.tsc.edu/index.php/about/purchasingqxbid-opportunitiesvendor-information.html

SECTION 2. POINT OF CONTACT

The College requires that Respondents restrict all contact and questions regarding this RFP to the individual named below.

Any questions or concerns regarding this solicitation including terms and conditions, submission requirements, technical requirements and contract award shall be directed in writing to:

Raul A. Garza
Purchasing Specialist
Purchasing Office
Tandy 207
80 Fort Brown
Brownsville, Texas 78520
Phone: 956-295-3438
Fax: 956-295-3408
raul.garza1@tsc.edu

It is Texas Southmost College's (TSC) intent to respond to all appropriate questions and concerns; however, TSC reserves the right to decline to respond to any question or concern.

SECTION 3. SUBMISSION OF PROPOSALS

Submittal Deadline: College will accept proposals until Friday, June 5, 2020 at 2:00 p.m. local time. Proposals in print format shall be submitted to the TSC Purchasing Office located at Tandy 207; 80 Fort Brown; Brownsville, Texas 78520 in attention to Ms. Patricia G. Saldivar, Director of Purchasing. At 2:30 p.m. proposals will be read aloud in the Benito Longoria Conference Room of the Oliveira Student Services Center of the Fort Brown Campus. All campus visits will need to comply with the Coronavirus Disease 2019 (COVID-19) regulations to prevent virus spreading such as; social distancing and facial covering. For more information, consult the following website: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

The proposal(s) must be received on or before the time and date specified above to the point-of-contact identified above. College delivery hours are from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during holidays and other College closures. Late submissions will be returned to the Respondent unopened. The College will not accept submissions delivered by telephone, email, or facsimile (fax). Proposals properly received will not be returned to Respondents.

A non-mandatory pre-proposal conference is scheduled for Tuesday, May 26, 2020 at 10:00 a.m. Please join via zoom meeting to the following access site: Join Zoom Meeting <https://texassouthmostcollege.zoom.us/j/96087575537?pwd=NGFpYU5XcWJFMm5GM0M2ZnU4ZytJZz09>

Meeting ID: 960 8757 5537

Password: 888359

One tap mobile

+13462487799,,96087575537# US (Houston)

+16699006833,,96087575537# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 960 8757 5537

Find your local number: <https://texassouthmostcollege.zoom.us/j/96087575537>

A walk-through to the campus will be available on the same date, Tuesday, May 26, 2020 at 1:00 p.m. for interested participants who wish to attend. The walk-through will begin at the Newman Center of the Fort Brown Campus.

SECTION 4. CONSIDERATION OF PROPOSALS

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of this RFP, TSC alone will determine whether it is a candidate for further consideration.

Pursuant to Texas Education Code, Chapter 44, Subchapter B, a College shall select the Respondent that offers the best value for the College based on its published selection criteria and on its ranking evaluation. In determining the best value, the College is not restricted to considering price alone but may consider any other factors stated in the selection criteria. All properly submitted Proposals will be reviewed in consideration to the following selection criteria factors in determining to whom to award a contract:

Selection Criteria	Weights
(1) The pricing of goods and services.	15%
(2) The respondent's qualifications. -Qualifications and Experience -Resumes -Lawsuits and Litigations -Bankruptcy	5%
(3) The respondent's ability to provide goods and services. -Cloud storage -Ability to integrate the camera surveillance system to access control system -Turn-key solution	20%
(4) The respondent's past performance on comparable projects. -Higher education experience including TSC school districts, and/or other public entities.	10%
(5) The respondent's ability to comply with project schedules. -Approach in assuring timely completion of this project -Methods for schedule recovery	10%
(6) The respondent's warranty and service support policy. -On-site maintenance and support services -Service level agreement and response time -Warranty requirements	20%
(7) The impact of the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	5%
(8) Principal place of business in the State of Texas and/or number of employees in this state.	2%
(9) Any other relevant factor provided in response to the request contained herein. -Integration with new technologies, fire system, digital signage, emergency notification, virtual technology, artificial intelligence, mobile device management, etc. -Browser mobile friendly	10%

-Advanced analytic capabilities. -Pro-active alert capabilities.	
(10) Ability to provide timely professional services by having corporate or branch offices within the Texas Southmost College District.	3%
Total	100%

SECTION 5. PROPOSAL SUBMISSION REQUIREMENTS: Please provide a response to the each of the following sections:

1. THE PRICING OF GOODS AND SERVICES.
Please complete Pricing Proposal Form Exhibit A.
2. THE RESPONDENT’S TEAM DEMONSTRATED QUALIFICATIONS.
 - Describe the qualifications and experience of the responding company and their ability to provide the services as described in this RFP.
 - Provide a detailed description of your company, including the total number of supporting personnel related to providing the services required in this RFP.
 - Provide resumes of the team that will be directly involved in the project, including their experience with similar projects.
 - Demonstrate company’s understanding, knowledge and experience of providing the services of the type and kind required in this RFP.
 - Provide a list of any lawsuits or litigations in which the company is or was a party, for the preceding ten (10) years, and the resulting outcomes. If the company becomes a party of any lawsuit within 60 days after proposal submission, the proposer must notify TSC immediately.
 - Provide a statement if the company has filed bankruptcy within the past ten (10) years.
3. THE RESPONDENT’S ABILITY TO PROVIDE GOODS AND SERVICES.
 - Cloud storage capabilities
 - Ability to integrate the camera surveillance system to access control system
 - Turn-key solution capabilities
4. THE RESPONDENT’S PAST PERFORMANCE ON COMPARABLE PROJECTS.
Identify and describe the company’s past performance for providing services to higher education institutions (including TSC), school districts, and/or other public entities that are most related to this project within the last ten (ten) years.

- *Provide institution name/client name
- *Representative name, contact information
- *Location
- *Project Name
- *Description of services provided
- *Years of service
- *Project Size

If available, provide color images (photographic reproductions) of proposed good and/or services and other information such as specifications, manufacturer's data sheet, etc. THE RESPONDENT'S ABILITY TO COMPLY WITH PROJECT SCHEDULES.

- Describe your approach in assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to selection criteria four (4) of this RFP document.
 - Provide examples of how these methods were used, including specific scheduling challenges/requirements and actual solutions.
5. THE RESPONDENT'S WARRANTY AND SERVICE SUPPORT POLICY: Describe your warranty service support philosophy and service implementation plan for this project. Include:
- On-site maintenance and support services
 - Service level agreement and response time
 - Warranty requirements
6. THE IMPACT OF THE ABILITY OF THE COLLEGE TO COMPLY WITH LAWS AND RULES RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES. Please indicate if the company is a Historically Underutilized Business (HUB) certified by the State of Texas. Y___N___.
7. PRINCIPAL PLACE OF BUSINESS (CORPORATE OFFICE) IN THE STATE OF TEXAS AND/OR NUMBER OF EMPLOYEES IN THIS STATE. Provide number of employees in the State of Texas.
8. ANY OTHER RELEVANT FACTOR PROVIDED IN RESPONSE TO THE REQUEST CONTAINED HEREIN.
- Proposals that include new technologies, fire system, digital signage, emergency notification, virtual technology, artificial intelligence, mobile device management, etc. that may be integration points at some future point.
 - Browser mobile friendly

- Advanced analytic capabilities
 - Pro-active alert capabilities
9. Ability to provide timely professional services by having corporate or branch offices within the Texas Southmost College District.

REFERENCES: Reference checks are a part of TSC's procedure for evaluation. Reference checks may be in writing or by telephone. The submission of reference information authorizes TSC to request release of information concerning related projects from the references provided. Provide a minimum of 3 references. The references should include: institution/client's name and representative name who served as the day-to-day liaison including telephone number and e-mail address.

SECTION 6. PROPOSAL SUBMISSION FORMAT: Submittals should be on letter-size (8-1/2"x11") paper and assembled with spiral-type bindings or staples. Do not use metal-ring hard cover binders. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the proposal should be separated by use of a divider sheet with an integral tab for ready reference.

All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required should be clearly identified in the Table of Contents and provided as a separate part.

Submit four (4) copies of the proposal in print format and one (1) copy of the proposal in electronic format. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy (print format) original proposal.

Important Proposal Submittal Documents: The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

1. Exhibit A – PRICING FORM
2. Exhibit B – ANTI-COLLUSION CERTIFICATION
3. Exhibit C – EXECUTION OF OFFER
4. Exhibit F – CONFLICT OF INTEREST QUESTIONNAIRE
5. Exhibit G – FELONY CONVICTION NOTIFICATION
6. Certification of Franchise Taxes of Account Status.
7. Certification of Authority to conduct business in the State of Texas (or other state).
8. Proof of Insurance.
9. Completed Form 1295.
10. Each proposal shall include a cashier's check or certified check, or acceptable Respondent's bond payable to the Owner in the amount of not less than 5% of the largest total of the proposal submitted.
11. Sample of all proposed contractual documents that may result from this solicitation such as: contract, agreement, terms and conditions sheet, etc. (*Not signed*)

SECTION 7. DESCRIPTION OF SERVICES:

Texas Southmost College (TSC) wishes to implement a campus-wide, pure TCP/IP-based video surveillance camera system, also known as Closed-Circuit Television (CCTV), to include video recording storage and archiving, that is fully compatible with any existing current-life analog and IP-based cameras the institution currently owns. The College also wishes to replace its existing antiquated, end-of-life access control system which is currently based on magnetic locks, associated controllers and on-site servers with a state of the art, future-proof IP-based access control system that allows for mobilized remote management. The access control system should include both door and entryway control hardware and associated management applications software and hardware. The college wishes that both systems can be integrated as part of a turnkey campus wide security management system. The total solution can be located on premise but may include cloud-based components as required. This security solution will serve as part of the institution's emergency management and communication plan.

TSC is now requesting and accepting proposals from experienced security system solution providers that can provide a turnkey solution that integrates IP-based surveillance cameras with access control management as part of a total security proposal.

A. Background

Texas Southmost College is a two year Community College located in Brownsville Texas near the border of Mexico. The campus, sometimes referred to as the Ft. Brown campus, is accessible from public streets and walkways. The campus does not have any walls, gates, checkpoints, perimeter fences or barriers and is basically open access to the surrounding community. The campus consists of approximately 39 individual buildings/structures although only 14 are currently in full use. Trees and foliage populate the TSC campus creating some challenges for external unobstructed camera views. The campus extends to a large mall-sized structure known as the ITECC building which is within walking distance from the majority of the Ft. Brown buildings.

The current student population is approximately 4,200 on premise and 9,200 including dual enrollment but enrollment is consistently growing. TSC does not maintain residential housing for its students.

This RFP is intended to solicit a security hardware and software partner that can bring the college's systems current and compliant as part of its security plan.

B. Current Technology

There is an existing video surveillance system in place. The video surveillance system is a Milestone Systems Xprotect Corporate level platform running on a Windows OS server. The system is currently licensed for 108 cameras. All of the current cameras are Axis brand cameras.

The current camera models include the following with counts preceding in parentheses:

- (1) Axis M3024-LVE Dome 1MP resolution
- (2) Axis M3047-P Panoramic Dome 360 6 MP resolution
- (6) Axis P1405-LE Bullet 2 MP resolution (EOL 10/31/2021)
- (27) Axis P3225-LV Dome 2 MP resolution (EOL 10/31/2021)
- (3) Axis P3707-PE Multi Sensor 360 8MP resolution (EOL 8/31/2024)
- (3) Axis P3717-PLE Multi Sensor 360 8MP resolution
- (23) Axis Q6000-E Multi Sensor 360 8MP resolution
- (23) Axis Q6155-E PTZ 30X Zoom 2MP resolution
- (17) Axis F44 4 Port Sensor Unit Unknown resolution (EOL 6/02/2022)
- (2) Axis FA54 4 Port Sensor Unit Unknown resolution

All current cameras have existing technical support although some are scheduled for end of life in 2021, 2022 and 2024 as so noted above.

There are 2 recording servers (storage) associated with the cameras listed above.

RS1 has a Media Drive with a 550GB capacity and an Archive Drive with an 18.6TB capacity. Archiving occurs every 4 hours with a retention schedule of 30 days.

RS2 has a Media Drive with a 550GB capacity and an Archive Drive with an 18.6TB capacity. Archiving occurs every 4 hours with a retention schedule of 30 days.

These recording servers are physically located on the Fort Brown campus in the Tandy building IT data center. They are 64-bit systems.

The current video surveillance software is XProtect Corporate 2017 R3 which is at least 2 major releases behind the current software release. The software is licensed to TSC but maintenance was lapsed in November 2018.

The College can renew the technical support for the software, Care Plus from Milestone Systems, to bring it up to date depending on the recommendation of the awarded Respondent of this RFP. It is estimated that the college has less than 30% of the camera coverage it needs for a comprehensive video surveillance system.

There is an existing access control technology in place on campus. The door access control system is an Access It Universal system version 4.0.28 from R2S Technologies.

There are 188 active doors, both exterior and interior, on the currently installed system. All of these doors are outfitted with magnetic locks and in some cases emergency release buttons on accompanying wall (red buttons). The current version of the access control software is V4.0.28 which is more than 3 major releases out of date.

There are serious issues with the magnetic lock technology. The first is the obvious lapse in the maintenance of the access control software. The current version of the software is not supported. The second issue is presumed to be the installation of magnetic lock technology for all doors on the system. That is, there appear to be configuration issues with the Mag Locks that could create

safety hazards and compliance problems for the institution. There is a lack of use of motion detection or pneumatically controlled buttons that serve to break power to the locks for short durations, for example. Further, the method by which the locks fail - closed or open – is inconsistent and potentially unsafe.

The College can acquire licensing and technical support for the Access It Universal system to bring it up to date depending on the recommendation of the awarded Respondent of this RFP.

It is anticipated that all current and future doors/entryways will need to be retrofit with new hardware devices that can be managed and reported on remotely and will include fire code compliance according to industry standards.

Below is a preliminary assessment of the estimated number of door/entryways that will require new hardware as part of the access control implementation. These doors are broken down by building. A preliminary priority has been assigned to the associated building but it is expected that the winner Respondent will be considered a security partner by the college to conduct a continuous assessment of need over time as the college's security needs grow.

A walk through of the campus will be conducted by interested Respondents prior to the conclusion of the RFP process. A final assessment of the security needs for access control will be conducted after the RFP has been awarded.

C. General Requirements

TSC expects that the winning solution will include a solution for both a video surveillance management system and an access control system that can be integrated and are TCP/IP based.

TSC expects that the solution provider will serve as the institution's security "partner" and not just a "vendor" and be capable of providing best practice based professional services that extend beyond the implementation of the solution itself.

TSC expects that the winning solution have a robust, intuitive yet user-friendly interface that can be accessed remotely to include mobile devices.

TSC expects that the winning solution will provide robust reporting, dashboards, and advanced data analytics (object detection, density analytic, people or vehicle detection) that will enhance and extend the college's security management.

TSC expects that the winning solution provider will deliver a turnkey solution for a security management system. The Respondent must identify aspects of the recommended solution or services that are not part of a turnkey solution.

TSC expects that any equipment including network equipment that the college must purchase or upgrade in order for the winning solution to be successful and is not provided by the Respondent be identified by the winning vendor.

TSC expects that this security infrastructure upgrade will narrow security-risks by creating concentric circles of protection on campus. This means that the more layers of protection between the outside world and our most valuable assets the better. In general, it is expected that the required IP Cameras will break down into 4 zones that satisfy a concentric approach to placement:

1. Perimeter Zone - parking lots and entryways to the campus, main access roads (estimated 70 cameras)
2. Exterior Zone - external building doors, main green areas, main sidewalks and pathways (estimated 115 cameras)
3. Internal Zone - hallways, stairwells, general areas of congregation, some classrooms (estimated 100cameras)
4. Interior Zone - MDF/IDF closets, mechanical rooms (estimated 25 cameras)

TSC expects that all new camera equipment will allow for at least 8 MP and/or include maximum compression to reduce storage requirements on the back end. Several of the current Axis cameras, while not EOF, may not be suitable for their current locations and may be redeployed to more sensible locations.

TSC expects that the proposed security system will integrate with the existing fire alarm and ensure compliance with existing fire codes.

TSC expects that the proposed security system will integrate with digital signage and emergency notification systems where possible.

D. Instructions to Respondents

- The selected Respondent will be considered the primary contractor and will assume total responsibility to provide the college materials and services necessary to make the security systems fully operational.
- If the selected Respondent utilizes the services of subcontractors the College reserves the right to approve those subcontractors. The selected Respondent will be considered responsible for any materials and services provided to the college by the subcontractor.
- The selected Respondent and/or subcontractors must get clearance from one of the following to access any areas of the college to deliver materials or perform services: the VP of Finance and Administration, the VP of Informational Technology, the Executive Director of Facilities, the Executive Director of Security, the Chief Information Officer or their selected designates.
- The selected Respondent must have certified network engineers to perform any routing/switching or IP device installation related to the project. Network certifications should be provided in the response.
- The selected Respondent must demonstrate successful prior installations of integrated video surveillance management and access control systems over both LAN and WAN technologies similar in scope to this project.

- The selected Respondent must provide turnkey services for the project to include documentation, project management, implementation, installation, training, technical support as required, consultation and Cabinet/Board level presentation if necessary.
- The selected Respondent must provide installation of all components of the total solution to include network cabling, camera, video recorders, servers, client applications, software installation, access control devices, emergency controls, fault tolerance and disaster recovery as required. This includes additional parts and equipment not detailed in this RFP but obviously required for a winning total solution.
- The selected Respondent must provide Panduit Category 6 cabling as a minimum standard that must be terminated into a patch panel in an IDF or MDF closet owned by the College. The cabling must be compliant with College established standards (disclosure available on request).
- Respondent must provide number of network ports per building needed to support the additional hardware. IT will purchase network switches for this project.
- The selected Respondent be able to work both during the College's operational hours and after hours or weekends if required to stay on schedule.
- The selected Respondent must provide forklift, ladder or other necessary equipment to install cameras in elevated areas.
- The selected Respondent must remove the old unused hardware when installing new one.

E. Surveillance Cameras System Requirements

- All cameras must be TCI/IP cameras that utilize POE and be compatible with systems that can manage the existing Axis cameras already on campus. All equipment must be new from the manufacturer and qualify for warranty and maintenance services.
- Video streams between cameras and network video recorders must be configurable for both single-cast and multi-cast modes.
- All cameras must be full-feature, vandal resistant, domed, wall or ceiling mounted cameras designed for both indoor and outdoor applications and be resistant to severe water, wind and dust condition as well as unexpected shock and vibration.
- All cameras must be high-resolution, high intensity integral color cameras and should accommodate both daytime and nighttime lighting conditions (including infrared illumination). Administrative ability to adjust color and brightness of each camera is required. Cameras should have image stabilization capability.
- All cameras must support H.264 format.
- Video recording is required at a high resolution with a storage capacity of at least 45 days from every device. Recordings must be able to be played back both forward and reverse, frame by frame, and from beginning, end or midpoints of the recording. Recordings may be continuous or motion triggered depending on camera location and scenario. Recording schedules should be managed remotely to include mobile device. Video recordings must be tamper proof to prevent alteration.
- The video surveillance system must provide simultaneous viewing of both live and recorded video from a central console but also through browser based interface including mobile device.

- The video surveillance system must export directly into industry standard formats such as MPEG, JPEG, AVI and WVM.
- The video surveillance system must be able to display up to 16 images on a single display with a minimum resolution of 1024x768.
- The video surveillance system must provide SSO authentication against the College's Active Directory system.
- Next business day replacement parts must be available.
- Video recording access and video display must be accessible from a central console but also via internet browser and mobile device.
- Patches, fixes and other software upgrades must be available via batch administration and remotely.
- Digital zooming, panning, tilting and physical feature recognition should be available to be turned on or off remotely.
- Each camera must have ability to record locally as well as upload to the Video Recording system.
- Each camera must be able to record audio.
- The video surveillance system should have redundancy and disaster recovery capabilities.
- Respondent must provide high resolution cameras for face and license reader at the 4 major ingress points.
- The video surveillance system must have advanced metadata analytic capabilities (object detection, density analytic, people or vehicle detection)
- Respondent should offer optional MAGOS module: Radar detection for wooded areas.
- All IP cameras must be plotted on a graphical floor plan or map.

F. Access Control System Requirements

- The IP-based Access Control System must include door control hardware (e.g. controllers, gateways and other modules) and appliance based web management software applications.
- The IP-based Access Control System must report error and fault alerts to both central control consoles and internet browser based devices including mobile devices.
- The IP-based Access Control System must provide SSO authentication against the College's Active Directory system.
- The IP-based Access Control System should enable the creation of badge templates, badge printing, user photographs and date based enrollment for access privilege purposes.
- The IP-based Access Control System should have IP based integration with the video surveillance system to activate recording based on such things as motion detection, alerts, error conditions etc.
- The IP-based Access Control doors must be plotted on a graphical floor plan or map.
- The IP-based Access Control doors must not be battery operated.
- Role based administrative access management should be available for both the Video Surveillance system and the Access Management system.
- 4 hours of Uninterrupted Power Supply (UPS) and Battery Backups should be provided and supported as part of the total security solution.

- Physical access card must be proximity card and support at least 128 bit encryption.
- The system must support app for smartphone to give them time-based access.
- The system must support the following actions on access control devices:
 - Lock and unlock individual door
 - Unlock for 10, 30, 60 seconds
 - Unlock for 5, 10 minutes
 - Disable/Enable reader
 - Allow/Bypass Request to Exit
 - Activate/Deactivate input
- The system must have available timely updates
- The system must support the ability to update without losing any configuration.
- The system must comply with the following regulatory requirements:
 - FCC Part 15 Class A.
 - FCC Part 15 Class B.
 - FCC Part 68 (TIA968).
 - ECCN for AES 128 bit encryption for IP communication.
- The field panels must be able to communicate to the server via a Fast Ethernet, TCP/IP network and support 128-bit AES encryption.
- The system must be able to send alert by e-mail or SMS.
- The system must be able to provide door access list.
- The system must include templates for various types of reports such as: card use, manual operations, alarms, summary, and detail reports
- The system must support Americans with Disabilities Act (ADA) compliance in door and access operation.
- The system must allow for growth and scalability to enterprise system.
- The system must provide SSO authentication against the College's Active Directory system.

All Respondents should indicate value added features within their response. This may include trending and future technologies which this RFP may not indicate knowledge about. This may include new surveillance techniques, the Internet of Things concepts, efficiencies of integration etc.

SECTION 8. CONTRACT AWARD PROCESS

RFP Project Schedule

Newspaper Advertisements: Friday, May 15, 2020 and Friday, May 22, 2020

Pre-proposal conference: Tuesday, May 26, 2020

Deadline to receive questions: Thursday, May 28 before 5:00 p.m.

Deadline to submit proposals: Friday, June 5, 2020 before 2:00 p.m.

Estimated award: June 2020 or after

Evaluation Process: By submitting a Proposal in response to this Request for Competitive Sealed Proposals, the Respondent(s) accepts the "Competitive Sealed Proposals" method selection

process and acknowledges and accepts that determination of the Best Value Respondent(s) will require subjective judgments by TSC.

All submitted and qualified proposals will be reviewed, evaluated, and ranked by an evaluation committee. However, as part of the award process, TSC may request interviews or oral presentations from the highest ranked Respondents that are identified in the initial ranking conducted by the evaluation committee.

In the case that interviews or oral presentations are conducted by the highest Respondents, a final selection or determination of the Best Value Respondent(s) will be based on demonstrated competence at the interviews or oral presentations. The interviews or oral presentations may be made to the following audience: TSC administration, faculty, staff, or board members. TSC will not be responsible for any costs incurred for interviews or oral presentations.

One or more Respondents can be awarded. If the College awards a contract, it will award the contract to the Respondent(s) whose proposal (s) is considered to be the most advantageous to College and is determined to be the best qualified. The TSC Board of Trustees will have the final determination to award a contract (s).

TSC reserves the right to consider any proposal “non-responsive” if the fees or prices are determined to be unreasonable or irresponsible in relation to the other submitted proposals.

Respondent(s) will be notified of any decision made after a contract is approved and awarded by the TSC Board of Trustees.

Reservation of Rights: TSC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.

TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this Request for Competitive Sealed Proposals for any project and no such representation is intended or should be construed by the issuance of this solicitation.

Contract Terms: The estimated initial contract resulting from this RFP will be for services provided during June 2020 (estimated) ending August 31, 2021. This contract will have the option to renew for three (3) additional one-year terms before these services are subject to public solicitation. However, nothing in this RFP prohibits the College to negotiate different contract terms not specified herein, at the sole discretion of the College.

Cancellation Provisions: The College may cancel the contract should the present or any future Board of Trustees not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against the College in the event of any such non-appropriation. In the event of non-appropriation, the College shall give the successful Respondent advance written notice before cancellation of the contract, and the College shall not be obligated to make any payments beyond the end of the fiscal year.

The College, without cause, will have the option to terminate the contract resulting from this RFP at any time upon giving sixty (60) days in advance written notice to Respondent. Upon termination, the Respondent is entitled to payment of an amount that will compensate Respondent for services satisfactorily performed from the time of the last payment to the termination date in accordance with this contract.

Open Records: TSC considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a purchase order and contract is award.

SECTION 9. GENERAL TERMS AND CONDITIONS

These general terms and conditions shall be made a part of and govern any purchase order/contract resulting from this Request for Proposals.

In accordance with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908, all vendors submitting proposals must file form 1295 electronically with the Texas Ethics Commission using the online filing application. Information regarding this law, and the required form may be found at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Respondents must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Respondents must:

- Print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be included with your proposal/proposal response.

DELINQUENT FRANCHISE TAXES: Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

CERTIFICATION: Respondent shall furnish certification of authority demonstrating authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof.

TITLE AND RISK OF LOSS: The title and risk of loss for goods delivered under this contract, if any, shall not pass to TSC until it actually receives, takes possession and accepts the goods at the point or points of delivery.

ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and/or services performed under this Contract shall be to the satisfaction of TSC and in accordance with the specifications, terms, and conditions of the Contract.

INDEMNIFICATION: To the fullest extent permitted by law, the Respondent agrees to indemnify and hold harmless TSC, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the Respondent.

COMPLIANCE WITH LAW: Respondent is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, Affordable Care Act of 2010, and all other applicable laws and regulations.

COMPLIANCE WITH COLLEGE POLICIES: Respondents must abide by all applicable TSC policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required a criminal background check.

PAYMENTS: Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 225 of the Government Code.

CONTRACT AMENDMENTS: The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

INDEPENDENT RESPONDENT STATUS: Respondent agrees that it is engaged as an independent Respondent and acknowledges that TSC will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TSC, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

NON-DISCLOSURE: Respondent and TSC acknowledge that they or their employees may, in the performance of this contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Respondent or TSC, unless required by law.

PUBLICITY: Respondent agrees that it shall not publicize this Contract or disclose, correspondent or deny any details thereof to third parties or use any photographs or video recordings of TSC's name in connection with any sales promotion or publicity event without the prior express written approval of TSC.

SEVERABILITY: If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

FORCE MAJEURE: If either TSC or Respondent is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

GOVERNING LAW: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

ASSIGNMENT: The Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TSC.

RIGHT TO A JURY TRIAL: Neither TSC nor Respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

INSURANCE: Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Respondent shall furnish to TSC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability \$2,000,000 aggregate	\$1,000,000 Ea. occurrence
C. Automobile Liability(owned/leased, non-owned, and hired)	
(1) Bodily Injury	\$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence
(2) Property Damage	\$1,000,000 Ea. Occurrence

MINIMUM WAGE: TSC requires that all employees of prime and respondents who submit proposals for, and perform contractual work for TSC receive a living wage consistent with human dignity and the needs of life. TSC policy requires that the Respondent pay all employees' wages at least \$8.50 per hour as per Resolution in Support of a Living Wage Requirement for Those Employed By, and Those Doing Business With, TSC. Resolution passed by the Board of Trustees on September 30, 2009.

EXHIBITS

Exhibit A

PRICING FORM

Note: Mark outside of envelope, Proposal For:

**“Internet Protocol (IP) Based Surveillance Camera
and
Door Access Control Systems”**

TSC RFP 20-14

In submitting this proposal, I agree:

1. To hold price open for a period of ninety (90) days after the opening date.
2. To enter into and execute a Purchase order/contract with the Texas Southmost College, if awarded on the basis of the proposal, and to furnish Bonds if required, in accordance with the owner’s requirements and instructions.
3. To accomplish the work in accordance with the statement of work, description of services, and other terms provided including labor, supplies, and materials necessary.

Having carefully examined the statement of work, description of services and other requirements of this Request for Proposal and any attachments thereto, the undersigned process to provide services as required will be priced as listed below.

The proposal must include detailed itemized pricing for each of the options mentioned below. TSC will determine, in consultation with the awarded Respondent which solution will satisfy requirements for each individual classroom.

Three Year Total Cost Summary					
Costs	One Time Cost		Year 1	Year 2	Year 3
	Unit Price	Extended Price			
Physical Access System					
378 Exterior Doors					
202 Interior Doors					
Security Cameras System					
70 Perimeter Face Cameras					
115 Exterior PTZ Cameras					
100 Interior PTZ Cameras					

25 Interior Fixed Cameras					
Software Licensing					
Archive Disk Storage					
Installation					
Maintenance					
Dcoumentation & Training					
Project Management					
Miscellaneous					
Other (Specify)					
Total					

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable). Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____ Initials: _____
 Addendum # _____ Initials: _____
 Addendum # _____ Initials: _____

In submitting this proposal, I certify that _____ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative insurer proceeding for unfair business practices within the year preceding the date of this statement.

I further certify that I, or any officer of _____ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative insurer proceeding of unfair business practice.

Respectfully submitted,

 By: Signature and Title

 Firm

 Date

 Address

 City

 State

 Phone Number

 Email address

Exhibit B

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Respondent certifies that:

1. This proposal has been independently arrived at without collusion with any other Respondent or with any competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other offer or competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Offer or as well as to the person signing in its behalf.

By: Signature and Title

Respondent

Date

Exhibit C

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE RESPONDENT'S PROPOSAL WILL RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1** By signature hereon, Respondent represents and warrants the following:
- 2.1.1 Respondent acknowledges and agrees that (1) this RFP/ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP/ will not create a contract between Texas Southmost College (TSC) and Respondent; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP/; and (4) Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of a response to this RFP/.
 - 2.1.2 Respondent is a reputable Respondent that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Respondent understands (i) the requirements and specifications set forth in this RFP/ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.
 - 2.1.6 If selected by TSC, Respondent will not delegate any of its duties or responsibilities under this RFP/ or the Agreement to any sub-Respondent, except as expressly provided in the Agreement.
 - 2.1.7 If selected by TSC, Respondent will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/ are current, complete, true and accurate. Respondent acknowledges that College will rely on such statements, information and representations in selecting the Respondent. If selected by the College, Respondent will notify College immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
 - 2.1.9 Respondent will defend with counsel approved by TSC, indemnify, and hold harmless, The College, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, sub Respondent, or supplier of Respondent in the execution or performance of any contract or agreement resulting from this RFP/.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Respondent under any contract or agreement resulting from this RFP/ may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.11 Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Respondent verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
- 2.2** By signature hereon, Respondent offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Respondent affirms that it has not been identified on a scrutinized Respondent list prepared and maintained by the comptroller under Government Code 806.051, 807.051, or 2252.153.
- 2.4** By signature hereon, Respondent affirms that it has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Respondent may be removed from all proposal lists.
- 2.5** By signature hereon, Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

- 2.6 By signature hereon, Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made a part of this RFP/, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent's proposal.
- 2.8 By signature hereon, Respondent certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Respondent certifies that the individual or business entity named in the Respondent's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/ may be terminated if this certification is inaccurate."
- 2.9 By signature hereon, Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers, or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability Respondent , on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Respondent has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Respondent.
- 2.10 By signature hereon, Respondent certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP/. In addition, Respondent certifies that an award of a contract to Respondent will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Respondent certifies that Respondent is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.11 By signature hereon, Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.12 By signature hereon, Respondent represents and warrants that all products and services offered to College in response to this RFP/ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP/.
- 2.13 Respondent will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Respondent.
- 2.14 **Respondent should complete the following information:**

If Respondent is a Corporation, then State of Incorporation: _____

If Respondent is a Corporation, then Respondent's Corporate Charter Number: _____

RFP/ No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified by:

(Respondent Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Respondent's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

Exhibit D

TERMS AND CONDITIONS

1. PROPOSAL REQUIREMENTS:

- 1.1** Proposal must be properly identified with a Proposal No. and Opening Date. Proposals must be time-stamped at Texas Southmost College, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late proposals will not be considered.
- 1.2** Proposals should be quoted F.O.B. Destination. If otherwise, proposal will show exact cost to deliver. Proposal unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Proposal prices will be considered Respondent for acceptance within 90 days after the proposal opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Proposal will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the proposal's prices quoted.
- 1.3** College is exempt from State Sales Tax and Federal Excise Tax. Do not include in proposal. Tax Exemption Certificate furnished upon request.
- 1.4** College reserves the right to accept or reject all or part of any proposal, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in College's best interest.
- 1.5** Facsimile proposals, telephone proposals and/or email proposals are not acceptable in response to this invitation.
- 1.6** Respondent hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.7** The Respondent ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Respondent ID number is not known, enter Respondent's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the proposal Respondent is more than 30 days delinquent in paying child support.)
- 1.8** In case of tie proposals, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.9** Respondent shall not assign any resulting Respondent Purchase order/contract without prior written approval from the College.
- 1.10** Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.11** Each sealed proposal shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all proposals and to waive informalities in proposals and to resolve ambiguities in the District's favor.
- 1.12** Public Works only: Each proposal shall include a cashier's check or certified check, or acceptable Respondent's bond payable to the Owner in the amount of not less than 5% of the largest total of the proposal submitted.
- 1.13** Public Works only: A payment bond in the amount of 100% of the full contract amount will be required on all contracts over \$25,000.
- 1.14** Public Works only: A payment performance bond in the amount of 100% of the full contract amount will be required on all contracts over \$100,000. If the Respondents fails to execute the contract and provide satisfactory payment and performance bonds and insurance certificates within ten (10) days of the day on which Respondent is notified that said proposal was accepted or Notice to Proceed is issued, the proposal security shall be forfeited to TSC.

2. SPECIFICATIONS

- 2.1** Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the proposal. If Respondent does not identify exceptions to the specifications shown in this Request for Competitive Sealed Proposals it will be required to furnish brand names, numbers, etc., as shown in the Request.
- 2.2** All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this solicitation. Verbal agreements to the contrary will not be recognized.
- 2.3** Respondent warrants fault free performance in the processing of data and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

3. DELIVERY

- 3.1** Proposal should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause proposal to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 14 calendar days.
- 3.2** The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.
- 3.3** Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m.

4. PROPOSALDER AFFIRMATION: BY SIGNATURE HEREON

- 4.1** Respondents affirms that it has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to sign the proposal may, and signing it with a false statement shall, void the submitted proposal or any resulting contract and Respondent will be removed from all proposal lists.
- 4.2** Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the Respondent and the College which could be construed as a conflict of interest.
- 4.3** Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Respondent acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4** Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Respondent or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4.5** Respondent has not received compensation for participation in the preparation of the specifications for this Competitive Sealed Proposals.
- 4.6** Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) Respondent certifies that the individual or entity named in its proposal is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.

- 4.7 Respondent agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support' that is owed to the State of Texas.
- 4.8 Respondent certifies, if awarded a contract, that Respondent shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent, or any agent, employee, respondent or supplier of Respondent in the execution or performance of the contract.

Exhibit E

PURCHASE ORDER/CONTRACT TERMS AND CONDITIONS

1. Except when issued to carry out a written agreement signed by Respondent and TSC, these Terms and Conditions constitute the entire agreement for the sale and purchase of the goods and/or services covered by this Purchase Order.
2. By acceptance of this Purchase Order, Respondent affirms that it has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Purchase Order. In addition, Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the der and the College which could be construed as a conflict of interest
3. The Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Vendor, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws.
4. The Respondent agrees to protect, indemnify and hold harmless TSC from and against any claim, damage or liability arising out of or in connection with this Purchase Order, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of TSC.
5. The Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code
6. The Respondent warrants that it will comply with all federal, State of Texas, and local laws and ordinances and regulations as applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938 as amended, the Equal Employment Opportunity clauses prescribed by Executive Order 11246, as amended by Executive Order 11375, the Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964 as amended.
7. The Respondent certifies that Public Liability Property Damage and Worker's Compensation Insurance will be carried for all personnel making deliveries to or performing services at College's premises.

SPECIFICATIONS

8. The Respondent warrants that the goods and/or services supplied to TSC will conform to the specifications, drawings or other referenced description upon which this Purchase order/contract is based. In the event of a conflict between the specifications, drawings and description, the specifications should govern.
9. All products shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary will not be recognized.
10. The Respondent warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on the Purchase Order. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

DELIVERY

11. F.O.B Destination Freight prepaid unless delivery terms are specified otherwise in the quote/.
12. Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during Holidays.
13. The place for delivery should be that set forth in the block of the Purchase order/contract entitled "Shipping Address".
14. Unless otherwise stated in this Purchase Order, title and risk of loss to the goods shall remain with the Respondent until the goods are delivered at the point or points specified in the Purchase Order.
15. The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

PACKING AND RECEIVING

16. The Purchase order/contract number must appear on all invoices, packages, statements, and delivery tickets.
17. Respondent shall be responsible for industry standard packaging, which conforms to requirements of carrier tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and Purchase order/contract number.

INSPECTION

18. Unless otherwise specified in this Purchase Order, the goods shall be new and unused. Respondent warrants that it will deliver to TSC title to the goods free of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description and that the goods shall be free from defects in material and/or workmanship.
19. TSC shall have the right to inspect any and all goods upon receipt. TSC, by reason of its election to not inspect any goods immediately upon receipt, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications herein, or to have waived any of its rights or remedies arising by virtue of such defect or non-conformance.

INVOICING AND PAYMENT

20. College is exempt from State Sales Tax and Federal Excise Tax. Do not include in invoice. Tax Exemption Certificate furnished upon request.
21. Payment by TSC for goods and/or services provided by Respondent under this Purchase order/contract shall be subject to the provisions of Texas Government Code, Chapter 2251.
22. TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services.
23. Price(s) quoted by Respondent's representative(s) shall not be changed after receipt of Purchase Order. For this purpose, such order shall be deemed to have been received on the date it is mailed or transmitted by electronic means such as electronic mail or facsimile.

24. Invoices should be submitted to the TSC authorized Accounts Payable representative as stated in the block of the Purchase order/contract entitled "Billing Address".

MODIFICATION AND CANCELLATION

25. Changes or substitutions in merchandise order will not be permitted, unless expressly assented to in writing. No modification of this Purchase order/contract shall be binding unless TSC agrees to the modification in writing.

26. TSC reserves the right to cancel this Purchase order/contract at any time upon written notice hereof.

27. However, this Purchase order/contract will automatically terminate upon occurrence of the following conditions unless specified in writing: a) incomplete order, where not all merchandise is received by TSC according to the specified delivery date; or b) outstanding orders that are not received on or before the end of the College's fiscal year (August 31st).

GOVERNING LAW

28. This Purchase order/contract shall be governed by the laws of the State of Texas and suits pertaining to this Purchase order/contract may be brought only in the courts of the State of Texas, with venue in Brownsville, Texas.

Exhibit G

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION, BUT THE RESPONDENT REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the Respondent named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

RESPONDENTNAME:

AUTHORIZED RESPONDENT OFFICIAL'S NAME (PRINTED) AND SIGNATURE:

DATE: _____

******* PLEASE CHECK OFF A SELECTION BELOW*******

() A. My Respondent is a publicly held corporation, therefore, this reporting requirement is not applicable.

() B. My Respondent is not owned and/or operated by anyone who has been convicted of a felony.

() C. My Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon:

Details of Convictions(s): _____

Exhibit H Campus Map



BUILDINGS	
East South Historical Center	10
ITC Office Center	11
Communications Center	12
Chapman Hall	13
Boyer Hall	14
Art Building	15
Continental Building	16
Continental Annex	17
Regent Hall	18
Continental Student Center	19
Stacy Hall	20
Walter Center Hall	21
Physical Building	22
Health Services Building	23
Business Center	24
Student Hall	25
Student Services	26
Continental Annex	27
Student Hall	28
Continental Student Center	29
ITC Building	30
Art Building	31
Continental Hall	32
Continental Annex	33
Continental Annex	34
Continental Annex	35
Continental Annex	36
Continental Annex	37
Continental Annex	38
Continental Annex	39
Continental Annex	40
Continental Annex	41
Continental Annex	42
Continental Annex	43
Continental Annex	44
Continental Annex	45
Continental Annex	46
Continental Annex	47
Continental Annex	48
Continental Annex	49
Continental Annex	50
Continental Annex	51
Continental Annex	52
Continental Annex	53
Continental Annex	54
Continental Annex	55
Continental Annex	56
Continental Annex	57
Continental Annex	58
Continental Annex	59
Continental Annex	60
Continental Annex	61
Continental Annex	62
Continental Annex	63
Continental Annex	64
Continental Annex	65
Continental Annex	66
Continental Annex	67
Continental Annex	68
Continental Annex	69
Continental Annex	70
Continental Annex	71
Continental Annex	72
Continental Annex	73
Continental Annex	74
Continental Annex	75
Continental Annex	76
Continental Annex	77
Continental Annex	78
Continental Annex	79
Continental Annex	80
Continental Annex	81
Continental Annex	82
Continental Annex	83
Continental Annex	84
Continental Annex	85
Continental Annex	86
Continental Annex	87
Continental Annex	88
Continental Annex	89
Continental Annex	90
Continental Annex	91
Continental Annex	92
Continental Annex	93
Continental Annex	94
Continental Annex	95
Continental Annex	96
Continental Annex	97
Continental Annex	98
Continental Annex	99
Continental Annex	100

<http://tsc.edu/index.php/mytsc/campus-map.html>

LEGEND

- Continental Annex
- Continental Annex
- Continental Annex

Primary Golf Cart Paths Golf Cart Parking Networked Parking

International, Technology, Educational and Commerce Center (ITECC)

Mexico Blvd.