



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR OFFER

ACCESS CONTROL SYSTEMS FOR HOUSING

RFO # 717-24-707

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Standard Time, Tuesday, March 19, 2024

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attn: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

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- 5.1 Execution of Offers and Attachments
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SECTION 1 - GENERAL INFORMATION

- 1.1 **SCOPE.** The State of Texas, by and through Texas Southern University (TSU), seeks sealed Proposals to establish a contract with a qualified company that can provide a Access Control System for Housing that is reliable, feature rich and flexible which does not require frequent and costly upgrades to remain operational. for the university, in accordance with the specifications and requirements contained in this Request for Proposal (RFP).
- 1.2 **CONTRACT TERM.** The base contract term shall be for three (3) years, beginning on the effective date of the Agreement. The contract may be renewed for up to two (2) additional one (1) year renewal terms. Notice of renewal will be issued in writing approximately thirty (30) days prior to the end of the current performance period. The maximum duration of the contract, including the exercise of optional renewals, shall not exceed five (5) consecutive years unless mutually determined otherwise (if applicable).
- 1.3 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be posted by the Owner as an addendum on the Electronic State Business Daily (ESBD) website at <https://www.txsmartbuy.com/esbd>. It is the responsibility of all offerors to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposals.
- 1.3.1 All inquiries shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at and procurement@tsu.edu by **12:00 noon Central time on Thursday, February 29, 2024**; the date listed as the deadline for submission of questions as specified in Section 2.5 below.
- 1.3.2 Offerors shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) business days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.
- 1.4 **SUBMISSION OF Offers:**
- 1.4.1 **Deadline and Location:** The Owner will receive Proposals at the time and location described below.
- 19th, March 2024, at 11:00am**
- Physical Address for Courier Delivery:**
- Texas Southern University**
3100 Cleburne Street
Hannah Hall, Suite 333
Houston, Texas 77004 - 4598
ATTN: Mr. Sceffers Ward

or

TSU Post Office - Texas Southern University Post-Office. You may find the exact location for the Post Office (Bldg. #106_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

The submittals should be packaged tightly with a business card affixed. A TSU representative will be in place to monitor the deliveries the day of the closing. If you have any questions, please mail the Texas Southern University contact stated in the bid. Thank you for cooperating with this request.

- 1.4.2 Offeror must submit one (1) original and three (3) identical copies of the Proposals and one (1) PDF copy on a flash drive. An original signature must be included on the "Respondent's Statement of Qualifications and Ability to Undertake the Project" document submitted with each copy.
 - 1.4.3 Offeror must submit one (1) original and one (1) copy of the HUB Subcontracting Plan ("HSP") as separate attachments to the Proposals as described in Section 5.2.
 - 1.4.4 **LATE PROPOSALS WILL NOT BE ACCEPTED.**
 - 1.4.5 The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
 - 1.4.6 Properly submitted Proposals will not be returned to offerors.
 - 1.4.7 Proposals materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFP number, and the name and return address of the offeror.
- 1.5 **POINT OF CONTACT:** The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.
- Mr. Sceffers Ward, Director of Purchasing
Texas Southern University
3100 Cleburne Street
Houston, TX 77004
713-313-7887
E-mail: procurement@tsu.edu
- 1.6 **COMMUNICATION RESTRICTIONS:** Offerors may communicate only with the Point of Contact and no other person regarding this RFP or concerning matters related to it.
Failure to comply with these requirements and communications with other than the Point of Contact may result in disqualification of a response.
- 1.7 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to reject any and all Proposals and re-solicit for new Proposals. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any offeror to this RFP for the Project, and no such representation is intended or should be construed by the issuance of this RFP.
- 1.7.1 Offeror understands and agrees that this RFP and any subsequent contract ensuing from this solicitation is contingent upon the approval by the Owner and/or Texas Southern University's Board of Regents. Offeror understands and agrees

that Owner has made no representation, written or oral, that any such approvals will be obtained. If any such approvals are not obtained, offeror understands and agrees that this RFP and any subsequent agreement ensuing from this solicitation will be null, void, and of no effect.

COMMODITY CODE

The NIGP / State of Texas commodity codes for this solicitation: 680-02

- 1.8 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this RFP, offeror accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 1.9 **NO REIMBURSEMENT FOR COSTS:** Offeror acknowledges and accepts that any costs incurred from its participation in this RFP process shall be at the sole risk, expense, and responsibility of the offeror.
- 1.10 **PRE-SUBMITTAL CONFERENCE / WALKTHROUGH:** The Pre-submittal / Walkthrough will be held 22nd, February 2024, at 10:00 a.m., Central Standard Time and communicated to each offeror at the location described below.

Texas Southern University
General Service Building Room 217
3443 Blodgett Street
Houston, Texas 77004

Attendance at the pre-submittal conference is **strongly encouraged**.

- 1.11 **ELIGIBLE OFFERORS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude an offeror from using consultants.) The Owner will contract only with the individual firm or formal organization/partnership that submits a Proposal.
- 1.12 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, Texas Southern University has adopted Section 5.2 Policy on Utilization of Historically Underutilized Businesses. This policy applies to all contracts with an expected value of \$100,000 or more. If Texas Southern University determines those subcontracting opportunities are probable, then a HUB subcontracting plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting plan will result in rejection of the Proposal.
- 1.12.1 Statement of Probability: Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, an HSP is required as a part of an offeror's Proposal.
- 1.12.2 The HUB Subcontracting goal for the RFP is **26%** for **Information Technology Services**. Offerors are expected to make a good faith effort to meet this goal. The HSP may be prepared by the Offeror with all of the sub-consultants.
- 1.12.3 Refer to the Owner’s Policy on the Utilization of Historically Underutilized Businesses (“HUB Policy”), for a detailed list of attachments required with the Proposal.

- 1.12.4 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which statements, detailed in Figure 1, will be required to be completed and returned.
- 1.12.5 For information regarding Texas Southern University's HUB Program and HUB Subcontracting opportunities, please contact Mr. Sceffers Ward, HUB Coordinator, sceffers.ward@tsu.edu.
- 1.13 **SALES AND USE TAXES:** Section 151.311, Tax Code, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include Texas Southern University. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- It is the responsibility of the Offeror to incorporate allowable tax savings into its Proposal.
- 1.14 **CERTIFICATION OF FRANCHISE TAX STATUS:** Offerors are advised that if successful it will be required to submit certification that it is not delinquent in the payment of any franchise tax status due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state legal entity and not subject to the Texas Franchise Tax, whichever is applicable. The Offeror further agrees that each subcontractor and supplier under contract will also provide an appropriate certification of franchise tax status.
- 1.15 **PREVAILING MINIMUM WAGE RATE DETERMINATION:** Offerors are advised that the Texas Prevailing Wage Law applies to this Project will be administered in accordance with the policies and procedures set forth in Texas Southern University's document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions.
- 1.16 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** Section 406.096, Texas Labor Code, and the rules of the Texas Workers' Compensation Commission, require workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- 1.17 **DISCLOSURE OF INTERESTED PARTIES STATUTE:** In its proposal, Offerors must agree to comply with Section 2252.908, Texas Government Code ("Disclosure of Interested Parties Statute") and 1 Texas Administration Code Sections 46.1 through 46.3 ("Disclosure of Interested Parties Regulations") as implemented by the Texas Ethics Commission ("TEC"), including, among other things, providing the TEC and University with the information required by the Disclosure of Interested Parties Statute and the Disclosure of Interested Parties Regulations on the form promulgated by the TEC and set forth in APPENDIX EIGHT. The form will be required to be submitted to Owner prior to the countersigning of the final agreement and not submitted with this RFQ.
- 1.18 **STATE REGISTRATION OF ARCHITECTURE FIRMS:** Offerors are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name must annually register information regarding the firm or business entity with

the Texas Board of Architectural Examiners. The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

- 1.19 **STATE REGISTRATION OF ENGINEERING FIRMS:** Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association.
- 1.20 **VENDOR PERFORMANCE:** In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts web site may be accessed at: http://www.window.state.tx.us/procurement/prog/vendor_performance/. The Owner may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), the Owner may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, the Owner may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of the Owner, and any negative findings, as determined by the Owner, may result in non-award to the Offeror.

End of Section I

SECTIONS 2 – UNIVERSITY BACKGROUND / SCOPE OF WORK

2.1 HISTORICAL BACKGROUND

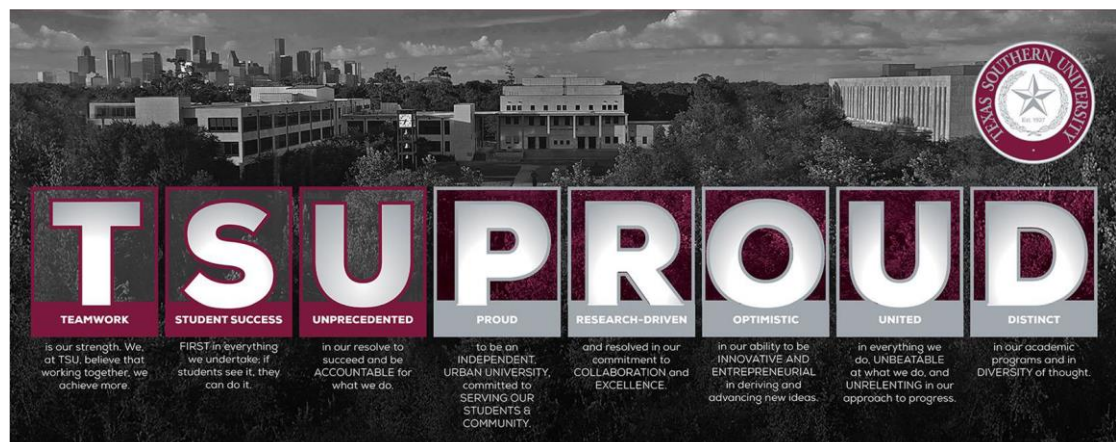
Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU’s designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston’s historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2025 and 15,000 students in fall 2030.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



2.2 MISSION STATEMENT:

Texas Southern University is a comprehensive research, teaching, and public service institution whose mission is the advancement of knowledge and the pursuit of excellence. The University is committed to ensuring equality, by offering innovative programs that are responsive to its urban setting, and transforming diverse students into lifelong learners, engaged citizens, and creative leaders in their local, national, and global communities.

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PART 1 GENERAL INFORMATION & SUMMARY – BID REQUIREMENTS

Texas Southern University (TSU) invites interested parties to submit proposals for the purpose to provide detailed descriptions of the services desired from qualified vendors as they pertain to the project called “**Access Control System for Housing**” at Texas Southern University. The purpose of this Request for Proposal (RFP) is the intent to engage a professional firm with a minimum of 5 years’ experience in the supply and installation of Security access control systems, and revenue control systems to furnish and install a security access control system for the university student housing. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform the maintenance of services necessary to maintain the installed equipment for a **minimum of five (5) calendar years** following the installation of the requested equipment for the Texas Southern University Student Housing Department.

The Texas Southern University Parking Department has provided parking for students, faculty, staff and visitors. Texas Southern University is equipped with (9) nine parking lots and (2) two parking garages which consist of 3,297 parking spaces. The objective of this project is to upgrade all parking lots and parking garages entry points across the campus.

Texas Southern University Housing Units are looking to upgrade the electronic entry system. The current system allows students entry into their 213 dorm rooms. The buildings that will receive the upgrade are:

- University Courtyard 1
- University Courtyard 2
- Tierwester 1
- Tierwester 2
- Tierwester 3
- Tierwester 4
- Tierwester 5

All student dorm rooms in the above-mentioned buildings will receive an upgrade to their current electronic entry system. Respondents will be required to submit each of following when the bid is due:

- Cost Proposal
- Technical Proposal

Scope of Work:

1. The new dorm room system will report directly to Texas Southern University’s Software House access control system.
2. Each residential dorm room will receive a new Schlage AD 400 or similar networked Wireless lock
3. Each lock will report to the Software House Access Control System.
4. Provide the needed version uplift software for the Ccure 9000 system.
5. New Software House system to be integrated with the Simplex 41000 Fire Alarm system that is currently installed on site.

6. The system will connect to the Owner's network. Provide labor, patch cables and punch down blocks as required to connect and make the Security System operational with the network ports and telephone lines.
7. Texas Southern University will provide IP addresses for the access control panels and Port Assignments.
8. The contractor will program the system. Coordinate descriptions, schedules, access levels, and other information required for programming with the Owner. This includes the programming of graphics into the system.
9. Provide complete turnkey systems including software, hardware, equipment, peripherals, electronic locking hardware, programming, interfaces with other systems, conduits, boxes, and raceways, required for power panels and locking hardware, wire and cable, carpentry, demolition, patching, refinishing, and relocation. Include the cost of other trades necessary to install the complete system, whether specifically mentioned or not.
10. No exposed wiring is acceptable.
11. Permanent Power for access control panel
12. Provide submittals that include product data, shop drawings, battery calculations.
13. The Owner will review and approve submittal packages.
14. Submit a letter of transmittal with project submittal form identifying the name of the Project, Contractor's name, date submitted for review, and a list of items transmitted.
15. Produce submittal drawings using the latest version of AutoCAD.
16. Provide printed drawings sized as required to present readable detail including text and symbols (minimum of 18" x 24").
17. Partial Submittals shall not be accepted without prior written approval by the Owner. The Security Consultant cannot verify the Security System design without complete and thorough descriptions of components and installation details.
18. The review and approval of the Contractor's Submittals shall not relieve the Security Contractor of the obligations to comply with the requirements of the Contract Documents.
19. No portion of the Work shall commence, nor shall equipment be ordered until the Owner has approved the Submittals in writing.
20. There shall be no deviation from the approved Submittals unless otherwise stated in the Contract Documents or pre-approved by the Owner prior to the Work being performed.
21. Provide a detailed and coordinated construction schedule that identifies milestones and completion dates for the Contractor. The schedule will be used by the Owner to verify progress during the installation of the new system.
22. The Construction Schedule shall include but not be limited to:
 - a. Pre- Install Meetings
 - b. Coordination Meetings
 - i. Required to take place every two weeks between Owner, Contractor PM, and lead tech.
 - c. Permanent power installation for access control panels
 - d. Conduit and Back box installation
 - e. Wire Rough in
 - f. Riser Completion

- g. Door Hardware installation
 - h. Field device installation and wire termination
 - i. System Programming sheet verification with Owner
 - j. System Programming
 - k. System Pre-test
 - l. Commissioning Test
 - m. Turnover
23. Provide a warranty letter. Letter will identify the completion date; warranty start date and warranty end date.
 24. Contractor must provide a minimum of 1 Golf Cart. This cart will be used by the Contractor to move about the campus. No vehicles are allowed in student or staff parking areas (unless designated as a workspace).

Contractor Qualifications:

1. Unless specifically indicated in this bid request all qualifications are due at the time of the bid and must be included in the Contractors bid Proposal. Failure to provide the documents could result in disqualification.
2. The contractor shall be a direct, certified dealer of and have 5 years or more experience installing and maintaining Software House Ccure 9000. This qualification shall not be achieved through partnership, subcontract, 1099, temporary or any other arrangement other than direct employment of certified, local employees. Documentation must be provided by the Texas Software House Area Sales Manager of this qualification.
3. Contractor must have a current valid company security license with the State of Texas
4. A minimum of 5 direct employees of the Contractor must:
 - a. Be local to the Houston area within 75 miles.
 - b. Minimum of 5 years' experience
 - c. Valid State of Texas Security License
5. 1 direct employee must carry Ccure 9000 Enterprise Architecture. Certification must be provided in proposal documents.
6. Four employees must carry at a minimum CC9000 System Installer Maintainer. Certifications must be provided in proposal documents.
7. A minimum of 2 direct employees must carry a current Simplex 4100 Certification Certificate and a current programming dongle.
8. All onsite workers must carry OSHA 10.
9. One onsite personnel must be OSAH 30
10. Contractors must provide a minimum of two residential projects where wireless locksets were installed. Residential locations must be within 250 miles of the TSU campus.

1.1 GENERAL DESCRIPTION

The Security Management System (SMS) shall be an extension of the existing Texas Southern University Campus Wide CCURE-9000 Access Control System as manufactured by Software House, No Exceptions.

CCURE 9000 is a powerful, flexible, multi-function and object-oriented security and event management system that features a variety of customizable interfaces for maintaining the system and for monitoring the desired secure sites. The SMS shall provide an option to display these management and monitoring interfaces in the native languages of the people using the system. The security and event management system shall be flexible to meet specific requirements and quickly respond to evolving security challenges. The SMS shall be a scalable platform, simple and economical enough to support a single site, yet upgradeable enough to manage a multi-site network. The SMS shall use an open, distributed architecture, where database servers could reside in geographically separate locations.

The SMS shall provide extensive information management capability using Microsoft .NET Framework V4.61. It shall operate in a Client / Server configuration on personal computers with a Windows-based platform. Its distributed client-server architecture shall be capable of supporting up to 256 simultaneous clients, multiple types of controllers, and over 20,000 input devices, including cameras and multiple types of card readers. The SMS shall be constructed to be database independent and shall support at a minimum Microsoft SQL Server 2012R2 (Express, Standard, or Enterprise), for data protection, redundancy, and manageability.

The SMS shall have true multi-tasking, multiprocessor, and remote client support; allowing independent activities and monitoring to occur simultaneously at different locations. The operator workstation (Client) shall be user friendly, employing icon-based menus and providing a mouse-driven interface for system operation and the creation of color graphic maps. The user interface shall be customizable, capable of delivering a unique look and feel without a unique version release. It shall be an intuitive user interface that is like Microsoft's Outlook and Explorer with its easy navigation and tree structures. A practical application layout editor shall let users drag and drop any application onto one screen and create a customized hub for all activities via a single "command and control" center.

Field devices such as card readers, alarm inputs, control points, etc. shall be connected to fully distributed intelligent field controllers or directly through a Software Development Kit or Web Services and be capable of operating without host computer intervention. All objects within the SMS, i.e. doors, readers, time intervals, etc. shall be addressed by a unique name as opposed to point numbering or mnemonics. The SMS shall have badge generation tools to create and manage badges using a graphical interface and convenient query features to manage large numbers of badges.

1.2 SUBMITTALS

1.2.A Shop Drawings

Prior to assembling or installing the SMS, the Contractor shall provide complete shop drawings which include the following:

1. Architectural floor plans indicating all system device locations.
2. Full schematic wiring information for all devices. Wiring information shall include cable type, cable length, conductor routings, quantities, and point-to-point termination schedules.
3. Complete access control system one-line block diagram.
4. Statement of the system sequence of operation.

5. Riser diagrams showing interconnections.
6. Detail drawings showing installation and mounting.
7. Fabrication drawings for console arrangements and equipment layout.

All drawings shall be fully dimensioned and prepared in DWG format using latest version of CAD

1.2.B **Product Data**

Prior to assembling or installing the SMS, the Contractor shall provide the following:

1. Complete product data and technical specification data sheets that include manufacturer's data for all material and equipment, including terminal devices, local processors, computer equipment, access cards, and any other equipment provided as part of the SMS.
2. A system description, including analysis and calculations used in sizing equipment required by the SMS. The description shall show how the equipment shall operate as a system to meet the performance requirements of the SMS. The following information shall be supplied as a minimum:
 - a. Central processor configuration and memory size.
 - b. Description of site equipment and its configuration.
 - c. Protocol description.
 - d. Rigid disk system size and configuration.
 - e. Backup/archive system size and configuration.
 - f. Start-up operations.
 - g. System expansion capability and method of implementation.
 - h. System power requirements and UPS sizing.
 - i. A description of the operating system and application software.

1.2.C **As-Built Drawings**

At the conclusion of the project, the Contractor shall provide "as built" drawings. The "as built" drawings shall be a continuation of the Contractor's shop drawings as modified, augmented, and reviewed during the installation, check out and acceptance phases of the project. All drawings shall be fully dimensioned and prepared in DWG format using any CAD-based software capable of exporting the format (such as AutoCAD).

1.2.D **Manuals**

At the conclusion of the project, the Contractor shall provide copies of the manuals as described herein. Each manual's contents shall be identified on the cover. The manual shall include names, addresses, and telephone numbers of each security system integrator installing equipment and systems and the nearest service representatives for each item of equipment for each system.

The manuals shall have a table of contents and labeled sections. The manuals shall include all modifications made during installation, checkout, and acceptance. The manuals shall contain the following:

1. Hardware Manuals

The hardware manuals shall describe all equipment furnished including:

- a. General description and specifications.
- b. Installation and check out procedures.
- c. System layout drawings and schematics.
- d. Manufacturers' repair parts list indicating sources of supply.

2. Software Manuals

The software manuals shall describe the functions of all software and shall include all other information necessary to enable proper loading, testing, and operation. The manual shall include:

- a. Definition of terms and functions.
- b. Use of system and applications software.
- c. Initialization, start-up, and shut down.
- d. Alarm reports.
- e. Reports generation.
- f. Database format and data entry requirements.

3. Operator Manual

The operator manual shall fully explain all procedures and instructions for the operation of the system including:

- a. Computers and peripherals.
- b. System start-up and shut down procedures.
- c. Use of system, command, and applications software.
- d. Recovery and restart procedures.
- e. Graphic alarm presentation.
- f. Use of report generator and generation of reports.
- g. Data entry.
- h. Operator commands.
- i. Alarm messages and reprinting formats.
- j. System access requirements.

4. Maintenance Manual

The maintenance manual shall include descriptions of maintenance for all equipment including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.2.E System Commissioning

The Texas Southern University requires a complete system commissioning and point-to-point checkout process before a project is considered complete. Every single point on the system will need to be tested for both software and system-level verification before the warranty can begin.

One of the Contractors primary responsibilities is to make sure every single door, sensor and device is set up, calibrated, and operating properly. If any given device has a problem, it could cause the piece of equipment its associated with not to work properly. During construction, contractor is advised to record system progress and the results of your testing and verification process. Before project closeout, there is a contractual requirement which requires you to turn in reports covering every single device and detailing the checkout process and status. All costs for point to point check out and commissioning must be included in contract price. No additional allowance will be granted to complete this process.

1.3 QUALITY ASSURANCE

1.3.A Manufacturer Qualifications

The manufacturers of all hardware and software components employed in the SMS shall be established vendors to the access control/security monitoring industry for no less than five (5) years and shall have successfully implemented at least 5 systems of similar size and complexity.

1.3.B Contractor / Integrator Qualifications

11. Unless specifically indicated in this bid request all qualifications are due at the time of the bid and must be included in the Contractors bid Proposal. Failure to provide the documents could result in disqualification.
12. Contractor shall be a direct, certified dealer of and have 5 years or more experience installing and maintaining Software House Ccure 9000. This qualification shall not be achieved through partnership, subcontract, 1099, temporary and any other arrangement other than direct employment of certified, local employees. Documentation must be provided by the Texas Software House Area Sales Manager of this qualification.
13. Contractor must have a current valid company security license with the State of Texas
14. A minimum of 5 direct employees of the Contractor must:
 - a. Be local to the Houston area within 75 miles.
 - b. Minimum of 5 years' experience
 - c. Valid State of Texas Security License
15. 1 direct employee must carry Ccure 9000 Enterprise Architecture. Certification must be provided in proposal documents
16. Four employees must carry at a minimum CC9000 System Installer Maintainer. Certifications must be provided in proposal documents
17. A minimum of 2 direct employees must carry a current Simplex 4100 Certification Certificate and a current programming dongle.
18. All onsite workers must carry OSHA 10.
19. One onsite personnel must be OSAH 30
20. Contractor must provide a minimum of two residential projects where wireless locksets where installed. Residential locations must be within 150 miles of the TSU campus.

1.3.C Testing Agencies

1. The SMS shall be tested and listed by Underwriters Laboratories (UL) for UL/cUL 294 for Access Control System Units.

2. The SMS shall be tested and listed by Underwriters Laboratories (UL) for UL/cUL 1076 for Proprietary Burglar Alarm Units.
3. The SMS shall employ a FIPS 197-listed AES 256-bit encryption between the SMS Servers, Clients, and iSTAR Ultra/eX/Edge Controllers.
4. The SMS shall include full support for FIPS 201 initiative:
 - a. Ability to customize a system-wide Card Holder Unique Identification number (CHUID).
 - b. Ability to configure custom, extended card formats, including GSA 75-bit Wiegand standard, and to download them to the card access panels.
 - c. Ability to use Hashed Message Authentication Codes (HMAC) for medium assurance profile.
 - d. Enhanced data fields per the FIPS 201 standard, including Agency Code, System Code, Credential Series and Credential Issue Code.
5. The SMS hardware shall comply with the following regulatory requirements:
 - a. FCC Class A
 - b. FCC Class
 - B. c. CE.
 - d. Canadian Radio Emissions requirements.
 - e. Restriction of Hazardous Substances Directive (RoHS) 2002/95/EC.
 - f. FIPS 140-2 encryption (certified for the iSTAR Ultra/Edge/eX controllers).
6. The SMS shall support Americans with Disabilities Act (ADA) compliance in door and access operation.

1.3.D **Licensing**

Licensing shall be required for the SMS software. The licensing shall include:

1. Series (Model).
2. Number of online readers.
3. Number of online inputs.
4. Number of online outputs.
5. Number of card holders.
6. Number of simultaneous clients.
7. Number of simultaneous badging stations.
8. Optional Features.

1.4 **WARRANTY**

The SMS shall be provided with a 14-month product warranty from date of shipment or 1 year from date of registration, whichever is shorter. The software media warranty shall be 90 days per the C•CURE software licensing agreement.

PART 2 PRODUCTS

2.1 MANUFACTURERS

The SMS shall be the Software House C•CURE 9000 system. The Badging Solution shall be Software House C•CURE ID. The SMS field controllers shall be the Software House iSTAR family of controllers. The hardware manufacturer shall be an ISO 9001:2000 registered company.

2.2 DESCRIPTION

The SMS shall be an integrated system that utilizes a single, industry-standard relational database management system for the storage and manipulation of related data. The SMS shall include a server with operating system and applications software, operator and administrator terminals with appropriate software, hard copy printers and fixed magnetic storage media. The security devices shall communicate with the field panels via a dedicated cable network. The field panels shall communicate to the server via a Fast Ethernet 10/100 or 1 GB, TCP/IP network.

The SMS shall allow for growth and scalability from a low-end or entry level system to a high end or enterprise system by increasing CPU power, memory, and database. The SMS shall be modular in nature, allowing system capacities to be easily expanded without requiring major changes to system operation. All defined system data as well as historical information shall be maintained. Customizable user interfaces shall allow management of system information and activity for administrators and operators. The SMS shall include an intuitive .NET based badging solution with a WYSIWYG badge layout editor and GUI for badge design.

2.3 SMS Functionality

2.3.A Partitioning

The SMS shall allow system administrators to separate the creation and viewing of objects into partitions. SMS operators shall be associated with partitions, and this shall determine which objects operators have the ability to create and or view. The SMS shall support an unlimited number of partitions.

1. The SMS partitions shall include but not be limited to the following objects:
 - a. Personnel
 - b. Clearances
 - c. Doors
 - d. Controllers with all associated hardware (readers, inputs, outputs, etc.)
 - e. Video servers with all associated objects (cameras, tours, views, etc.)
 - f. Application layouts
 - g. Events
 - h. Dynamic views

- i. Maps
 - j. Reports, forms, results
 - k. Holidays
 - l. Badge layouts
 - m. Queries
 - n. Images
2. Through the use of privileges, the SMS System Administrator shall be able to determine which objects are associated with a particular partition. These objects shall then be assigned to System Operators with the appropriate privilege.
 3. The SMS shall support a super-user assigned the 'System All' privilege who shall have full access to all objects in all partitions.
 4. Any operator shall have the ability to be assigned access rights to any partition.
- Individual
- Access rights shall be created and can be assigned to any users of the SMS.
5. The SMS shall allow objects to be created in any partition. The SMS shall have the ability to grant or remove permission from any object in any partition.
 6. The SMS shall provide the ability to move objects from one partition to another partition without the requirement of deleting and recreating.
 7. The SMS shall provide the ability to import/export any configured object.
 8. The SMS shall support the display of all associated objects contained within a partition.

2.3.B Enterprise Architecture

1. The SMS shall provide an Enterprise Architecture, licensable option that allows you to configure multiple Satellite Application Servers (SAS) to communicate with a Master Application Server (MAS). The Master Application Server shall provide a platform for global management of the personnel, video, and access control security objects on two or more Satellite Application Servers (SAS) in an enterprise.
2. The Enterprise Architecture shall work by synchronizing each SAS system's database with the MAS database. The MAS shall contain the global data that is used across every server, such as global personnel records, global clearances, and global schedules. The global data shall be synchronized to each SAS to provide enterprise-wide security. The MAS shall be used to remotely monitor and manage controllers and video servers attached to SAS's in the enterprise, however, it shall not support any directly connected controllers or video servers.
3. The MAS shall provide the capability for Central Monitoring of the entire enterprise, using the Monitoring Station application. From a Central Monitoring Station connected to the MAS, the system shall be capable of viewing events, activities, and status of every SAS in the enterprise. Alternatively, you can connect to an individual SAS to monitor that system and its connected hardware. In addition, the MAS shall provide the ability to integrate with external sources via LDAP, XML, CSV or ODBC imports both manually or automatically through scheduled processes.
4. Each SAS shall contain database records for all connected video and access control devices, as well as local personnel, clearances, privileges, and other related data. Each SAS shall synchronize with the MAS so that SAS local data is replicated to the

MAS for central management and monitoring. In addition, the MAS shall provide central reporting capability for replicated SAS objects including journal and audit transactional data. [Note, for Connected Program integrations, SAS local data is not replicated to the MAS and central reporting is limited.]

5. All local data shall be synchronized immediately to the MAS or queued if a server is offline.

All queued data shall be replicated automatically upon restoral of communication. Global data that is created or changed at the SAS/MAS shall be replicated to all locations. Journal and Audit data shall be synchronized either manually or on a configurable schedule, providing the ability to manage bandwidth usage and load balancing.

6. Operators in the enterprise architecture shall be configured as local or global. Global operators shall be subject to the user privileges as defined on each SAS.
7. The Enterprise Architecture shall support a Standalone to SAS Migration Utility that shall be used to merge a standalone SMS server into an existing SMS Enterprise site.
8. The Enterprise Architecture option shall include:
 - a. Global Administration of Personnel and Clearances, Images, Card formats, CHUID Formats, Holidays, Personnel groups, and Operators and Privileges
 - b. Centralized Reporting
 - c. Central Monitoring of Events and Activities across the Enterprise
 - d. Central Management of Access Card Enrollment
 - e. Central Badging and Image processing
 - f. Global Management of Badge Layouts
 - g. Single Card Access across the Entire Enterprise
 - h. Increased Scalability of Security Hardware and Video
 - i. End-to-End Encryption
 - j. Automated Synchronization of Enterprise Security Databases
 - k. Central Management of Video and Hardware Resources
 - l. Remote Editing of Global and Local Data
9. The SMS Enterprise model shall not restrict the addition and/or configuration of over 40 regional application servers configured to a master application server. Testing and qualification has been completed for up to 40 regional servers. However, the SMS shall have no technical restrictions to regional server capacity limits other than system performance.
10. The SMS shall support the configuration of multiple Global partitions in addition to the default Global partition providing the SMS more organization options for objects within the Enterprise system.
11. The Enterprise Architecture option shall provide Multi-Version support. Multi-Version support shall allow SASs running a prior version of the SMS software to continue to synchronize with the MAS allowing for a phased deployment during an Enterprise-wide upgrade. Client connectivity between MAS and Multi-version SASs for monitoring and administration is supported

2.3.C Graphical User Interface (GUI)

1. The SMS shall employ a standard Windows graphical user interface (GUI). A mouse and keyboard shall be the primary operator interface with the system. Operator screens shall utilize all standard Windows-style functions such as drop-down menus, context menus, radio buttons, and lists, as appropriate. The interface shall utilize a 'tree structure' similar to Windows Explorer.

2.3.D Administration Operator Interface

1. The SMS shall employ an Administration Operator Interface to control the following:
 - a. Hardware (readers, inputs, outputs, video systems, door controls, CCTV, and other systems).
 - b. Configuration of personnel records, operators and operator privileges.
 - c. Graphical Maps.
 - d. Application Layouts.
 - e. Dynamic Views.
 - f. Queries.
 - g. Import/Export of objects, including images.
 - h. System Variables.
 - i. Reports (either periodic or one-time).
 - j. System functions (event command and control, actions, schedules).
 - k. Display of a list of objects in a grid that can have their values modified and respond to real-time status changes.
 - l. Scheduling of backups.
 - m. Monitoring of system settings and performance.
 - n. Designing of and printing of badges.
2. The GUI shall be configurable by the system administrator to control the views and access of each Monitoring Station operator.

2.3.E Monitoring Operator Interface / Activity Monitoring

1. The SMS shall contain a monitoring component that is capable of, among other things, displaying the current state of any object in the system. Additionally, the monitoring station shall be capable of displaying a log of all activity that occurs in the system, from object state changes, to access control information. All text for events (alarms) in the system shall be configurable to be displayed in color based on the user-specified priority of the event.
2. The Monitoring Station shall be capable of showing all changes occurring to an object without requiring the associated activity messages for that object to be routed to that monitoring station. The SMS shall require the operator to have appropriate permissions to view and/or control any object.
3. The monitoring station interface shall be user customizable. The SMS shall support the ability of the end user to create a customized application layout for the monitoring station. The monitoring station shall support multiple application layouts that can be assigned to the operators. Each application layout can have multiple panes in the

same window. The panes can have multiple tabs so that different objects such as cameras and tours can be displayed in the same pane. The panes shall have the ability to include General activity; Event (Alarm) activity; Dynamic card swipe information; Video cameras and tours; Maps; Dynamic Views; Reports; and links to external applications. Each pane shall have the ability to be moved to a specific screen.

4. The SMS monitoring station shall support a Swipe and Show Viewer. The Swipe and Show Viewer shall monitor a configurable list of Doors and shall display a portrait or multiple portraits of personnel who present an access credential at a Reader on an included Door or Elevator. The SMS shall allow multiple Swipe and Show Viewers to be added to an Application Layout. The Swipe and Show Viewer shall provide configurable image border colors that shall correspond to access transaction states (Admit, Reject etc.). The Swipe and Show Viewer shall display the date and time of the transaction, the location, area, Cardholders name and the status of the transaction. The Swipe and Show Viewer shall allow an Operator with the appropriate Privileges to perform the following functions from the Viewer:
 - a. View/Edit the Cardholder record
 - b. Perform a momentary unlock of the associated door
 - c. Grace the Cardholder (allow the cardholder into an APB area)
 - d. Perform an Area Lockout Grace of the cardholder
 - e. Perform an APB reset on the cardholder
5. The SMS shall support the ability to configure an Operator's Application Layouts to open in separate instances of the Monitoring Station to enhance the performance of multiple displays. Each Application Layout shall support the assignment of a monitor number. The Operator opening the Monitoring Application shall automatically open a separate instance of the Monitoring Application on each assigned Monitor. The SMS shall support up to Ten (10) assigned monitors for Application Layouts.
6. The SMS shall provide the Monitoring Operator with following functional capabilities:
 - a. Shall provide a scrolling list of lines or tiles showing current activity on the system.
 - b. Shall display activity in real-time as data is being transmitted by field hardware.
 - c. Shall include icons that indicate the type of activity and textual description of the activity.
 - d. The color of the frames of the tiles, icons, and/or text shall indicate the type or importance of the information contained therein.
 - e. A series of menus, driven by drop-down or trees, shall allow the Monitoring Station operator to perform manual actions, such as "momentary door unlock" for a given door.
 - f. As part of the manual action capability, the system shall provide screens or boxes that query the operator on specifics, such as start and end time, and offer guidance on performing the manual actions.
 - g. Ability to view a sortable list of active alarms or events and recently active alarms or activity.
 - h. Ability to view video from DVMS systems within the same GUI. The video screen GUI shall be able to display multiple panes of live or recorded video

and have on-screen camera controls for each live window, providing PTZ control of individual cameras.

- i. A GUI that minimizes the number of operator mouse clicks or keyboard strokes.
- j. Mouse controls include “right-click” pop-ups and highlighted default selections.
- k. Objects shall be displayed to the operator based on his/her assigned operator privilege.
 - The operator shall only be able to monitor/command those objects for which he or she has been assigned privilege.
- l. When an operator logs out of a workstation and a new operator logs on, the objects displayed on the workstation screen shall be dynamically updated to display only those objects for which the new operator has privilege.
- m. Allow the customization of columns as defined by the operator privilege, including:
 - i. Adjusting width (on the fly or pre-programmed).
 - ii. Not displaying Columns (on the fly or pre-programmed).
 - iii. Sorting on selected columns (to follow standard Windows conventions).
- n. Allow for a “freeze” function. This includes a configurable “freeze time-out” that permits an activity to be selected and temporarily prevents the display of subsequent activities which push the selected activity off the screen. A break-through event disables the freeze function. The freeze function shall provide a graphic bar where the remaining time available in the freeze timeout shall be displayed. Selecting the freeze timeout icon before the time elapses shall extend the freeze timeout to the maximum.
- o. Provide Acknowledge All, Acknowledge and Clear All and Silence All buttons for events.
- p. Support multiple panes for the display of events, activities, video, personnel images, and maps.
- q. Display the number of active causes of an event.
- r. Support the ability to attach a log message to an event, even after the event has been acknowledged.
- s. Provide the ability to attach Predefined Log Messages to an event upon acknowledgement.
- t. Shall allow a Monitoring Operator to select on-screen transactions (both events and system activity) and Email the transactions with a single mouse click.

7. Pre-defined Alarm Acknowledgement Messages

The SMS shall provide the ability to create Predefined Log Messages. Each log message shall have a Name, Description, Label and Message Text. These messages shall be assigned to any event providing the ability to select the appropriate response that resolved the event. The SMS shall provide the ability to group multiple log messages and then assign the group to an event. Each group shall contain up to one hundred messages and each event shall support up to one hundred messages. The SMS shall allow only users with specified operator privileges to add, modify, or delete messages or message groups. Predefined messages shall be editable by an operator with the proper privilege and may be appended as required by the operator.

Messages shall have the following characteristics:

- a. Message Name shall be configured with up to 500 characters
 - b. Message Description shall be configured with up to 500 characters.
 - c. Message Label shall be configured with up to 100 characters
 - d. Message Text shall be configured with up to 3000 characters
8. The SMS shall support audible alarm annunciation at operator workstations (operator configurable audio [WAV] files associated with alarms).
9. The activity monitoring screen shall be capable of displaying the following features:
- a. System clock.
 - b. Date/time when the activity occurred and the date/time when the activity was received by the server shall be displayed (when they are different).
 - c. Real time event counters.
 - d. Count of the active events.
 - e. Count of the events requiring operator acknowledgment.
 - f. Name of operator logged on at the workstation.
 - g. Real-time display of the current activity on the system in chronological order.
 - h. Acknowledge All and Silence All buttons for events.
 - i. Manual Action command buttons.
 - j. Pre-defined and configurable acknowledgement messages.
 - k. Log message
 - l. Clear event.
 - m. Clear group of events.
 - n. Event action message (automatically display selected message for event).
 - o. Dynamic views.

2.3.F Web Client

1. The SMS shall support a Thin Client to provide remote access to the SMS Server via a web browser. The Thin Client shall support Microsoft® Internet Explorer, Safari, Mozilla Firefox® and Google Chrome. The Thin Client shall support 128-bit AES encryption to the SMS Server.
2. The Thin Client shall support Windows Authentication. The privileges of the SMS operator shall be propagated to the Thin Client User allowing only access to Security Objects for which the SMS Operator is authorized. The Thin Client shall provide support for Partitioning of the system and utilize the Partitions assigned to the Operator.
3. All changes made to the SMS database via the Thin Client shall be recorded in the Audit Trail Database.

4. The Thin Client shall provide Personnel Management including:
 - a. Shall allow the operator to create and modify personnel data (includes adding/removing clearances, schedules, and expiration dates).
 - b. Operator shall have the ability to enable and disable cards.
 - c. Operator shall have the ability to search for, edit, add, and delete Personnel records from the SMS database.
 - d. Search function shall allow wildcards and shall include First name, Last name, card number, and user defined text.
 - e. Shall support the Auto-increment Card Number feature for Credentials created using the Web Client.
 - f. Shall support a *Change CHUID Format* button on the Credentials tab that allows you to change the CHUID format of a Credential.
 - g. Shall support an *Auto Generate* button that allows you to randomly generate a PIN for PIN-only Credentials.
 - h. The SMS thin client shall provide a personnel image tab that includes image display, Image capture from a file or a local USB camera, and the capability to crop the Image and save it to the SMS personnel record.
 - i. The SMS thin client shall support the previewing/printing of badges.
5. The Thin Client shall support an Activity Monitor to provide a scrolling display of system activity. Activity shall be restricted based upon the Operator's Privilege and Partition assignments. Display controls shall include page up, page down, and a freeze function.
6. The Thin Client shall support acknowledgement of an Event from the Event Dynamic View.
7. The Thin Client shall support for logging an Event Message from the Event Dynamic View
8. The Thin Client shall support Manual Actions to include the Locking/unlocking of doors, and the Activation/deactivation of events.
9. The Thin Client shall support the display of Dynamic Views as defined by the SMS. Dynamic Views shall provide a real time view of SMS data including Journal and Audit Trail history. Viewing of Multiple Dynamic Views shall be supported.
10. The Thin Client shall support creating, configuring, loading, and saving of reports. Reports shall consist of personnel history activity or audit data. The report data shall allow sorting within the thin Client view page by any displayed field in ascending or descending order. The Thin Client shall allow reports to be saved in the following formats: XLS, CSV, XML, TXT or PDF. The operator shall have the option to save the report to a file or send it via email.
11. The Thin Client shall support Manual Action Challenges. The Manual Action Challenge shall require an operator to enter their login credentials (Username and password) when executing a manual action, such as a door unlock, from within the Thin client.

12. The Thin Client shall support the ability to query on a specific cardholder or a group of cardholders for the purpose of assigning clearances to multiple cardholders at once. Once the query is complete, the operator shall have the ability to assign a single access clearance or a group of clearances to all cardholders.
13. The Thin Client shall support the ability to display a door activity report from the web client cardholder record configuration view. In addition, it shall provide the ability to display the Activation / Expiration Date and Time for each credential assigned to a cardholder. The thin client shall display all user-defined personnel fields and the details of each assigned access clearance in a separate window.
14. The Thin Client shall support Auto-Logoff based upon inactivity. The Thin Client shall monitor user activity and shall automatically log a user out of the workstation after a user defined timeout period.
15. The Thin Client shall support the ability to assign or remove clearances to multiple cardholders simultaneously.

2.3.G SMS Mobile Application

1. The SMS shall support a Mobile Application allowing operators to monitor or administer the SMS system by way of mobile device. The device shall be connected via the phone network and a VPN or via Wi-Fi to the SMS server utilizing Web Service (IIS - Web Service).
2. The SMS Mobile software shall be available for download from the following locations:
 - a. Apple App Store
 - b. Google Play
3. The Mobile Application shall support mobile phones and tablets running the following operating systems.
 - a. Apple iOS 7.1 and higher (iPhone, iPad, iPod Touch)
 - b. Android OS 6.0 and higher
4. The Mobile Application shall connect to a standalone SMS server, including an Enterprise Satellite Application Server (SAS) and Site Server (Appliance).
5. The SMS Mobile Application shall support connection to the SMS system through a 3G (minimum), 4G, or Wi-Fi connection.
6. The number of mobile connections allowed by the SMS server shall be based on the SMS licensing model. Each connection made through the SMS Web service shall be considered a simultaneous client connection.
7. Operator login to the SMS Mobile Application shall be consistent with the SMS thick client application, authenticating login credentials via Windows Single Sign-On (SSO).
8. The SMS Web Service shall require Internet Information Services (IIS) be installed on the target system. The SMS Web Service shall be installed on the IIS server during installation.

9. The SMS Mobile Application user interface shall be localized with supported SMS languages: Arabic, Czech, Danish, Dutch, English, French, German, Greek, Hungarian, Italian, Japanese, Korean, Polish, Portuguese (Brazilian), Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, and Turkish.
10. The SMS Mobile Application shall support SSL-encrypted communications with the remote Mobile Web Service.
11. The SMS Mobile Application shall provide a search and filter option to refine query results.
12. The SMS Mobile Application shall provide a link to a context menu while viewing objects, providing the operator the ability to perform SMS operations consistent with the SMS administration and monitoring applications.
13. The SMS Mobile Application shall provide the following core features:
 - a. The SMS Mobile Application shall provide operators with the appropriate privilege, access to tools used for inspecting the SMS Journal and Audit Logs.
 - b. The SMS Mobile Application shall provide a collection of tools to monitor SMS events and other objects. Monitoring shall show active SMS events in real time.
 - c. The SMS Mobile Application shall provide a collection of tools to manage personnel and shall allow for the following:
 - i. Create/Update Personnel Records
 - ii. Assign/Remove a card/credential to personnel.
 - iii. Capture an image and associate that image with personnel.
 - iv. Grace personnel, Antipassback Card Reset, Area Lockout Grace, and remove personnel from an Area.
 - d. The SMS Mobile Application shall support the viewing of live and recorded video using American Dynamics Video Edge NVR.
14. The SMS Mobile Application shall provide tools used to explore, edit and control the following objects:
 - a. Favorite Filters
 - b. Favorite Monitor
 - c. Query
 - d. Events
 - e. Manual Actions
 - f. Operators
 - g. Controllers
 - h. Doors
 - i. Elevators
 - j. Inputs
 - k. iSTAR Clusters
 - l. Outputs

m. Readers

15. The SMS Mobile Application shall provide an editor for local application preferences such as:

- a. Login Parameters – Encryption, Inactivity Timer, etc.
- b. Data Collection – Page Size
- c. Monitoring – Polling Intervals, etc.

2.3.H **Graphic Maps**

1. The SMS shall support unlimited graphic maps and icons to be displayed on the operator workstation monitor.
2. The system shall support an operator-programmable, color graphic map display that:
 - a. Shall be capable of showing the floor plan, the location of alarm devices, and alarm instructions for a facility.
 - b. Shall be centralized in the system configuration and displayed on the operators' workstations.
 - c. Shall allow various maps to be associated with different areas to create a hierarchy of maps.
 - d. Shall support graphic maps having a resolution of 1024x768 Pixels or greater.
3. Operators shall be able to use drag-and-drop mouse technique to place dynamic system level object icons of all objects such as: cameras, video servers, inputs/outputs, events, maps, reports, dynamic views, and door/elevator icons. These dynamic object icons shall allow a system operator to perform tasks and issue commands related to the object by double-clicking on the icon.
4. The SMS shall allow the addition of new layers to the drawing (such that if the drawing must ever be reloaded due to an update of the drawing, the layer(s) created within the SMS will be added back automatically without additional reconfiguration).
5. The SMS shall be able to directly import the following file formats for the map:
 - a. AutoCAD (.DWG)
 - b. DXF
 - c. JPEG (.JPG)
 - d. PNG
6. The Maps feature shall include two operational modes: an administrative mode to allow configuring of the facility floor plans or site plans that show exterior features and a runtime mode to allow monitoring and interacting with the configured facility layouts or site plans.

2.3.I **Information Storage, Backup and Transfer**

1. All programmed information, as well as transactional history, shall be automatically stored in the database for later retrieval and backup. The SMS shall support configurations where the SMS database(s) may be installed on a hard drive on the SMS server, on an independent database server, or in an existing corporate database server.

2. The SMS shall be capable of backing up and restoring all system data and transactional history. The server shall be capable of transferring all programmed data and transactional history to CD-ROM, DVD, or Hard Drive (including networked drives).
3. The SMS shall allow activity history to be written to a database. The system shall have the capacity to store a minimum of 50 million transactions. There shall be a method of backing up the activity history on external media and then restoring and replaying it.
4. The SMS shall support AES 256-bit encrypted communications between server and user client.
5. The SMS shall support AES 256-bit encrypted communications between server and controller. The encryption shall support both local and third-party digital certificates.

2.3.J Communication Ports

1. The SMS shall be able to support multiple serial devices. In addition to COM1 and COM2, up to [8, 16, 32, to 256] additional ports may be configured using a port expander or its equivalent. These serial ports may be used for connection to CCTV matrix switchers, or apC panels.
2. The SMS shall support the use of Ethernet networks as the communications path between the host computer and field devices such as, iSTAR, apC, apC 8/x, controllers, and CCTV matrix switchers. This communications path shall be the same network used for communications between the host server and the operator workstations. The communications between the host computer and the field devices shall be encapsulated in a TCP/IP network/transport layer. The SMS shall support IPv6. (IPv6 shall be supported only on C•CURE 9000 Clients and iSTAR Ultra controllers.)

2.3.K Printers

1. The SMS shall support report printing. The report printer(s) may be connected directly to the client PC, or shared over a network. The SMS shall support as report printer(s) any printer for which a printer driver exists within the Operating System supported by the current SMS version.

2.3.L Software Configuration

1. The SMS configuration tools shall utilize intelligent configuration controls. The system shall be structured so an operator is unable to perform configuration functions that are invalid based on the configuration used. The system shall support the ability to search within browser lists using filtering operators such as “begins with”, “ends with”, “contains”, etc. The system shall also allow an operator to do searches using filtering operators on any class of object in the system, both in the Administration application and the Monitoring Station application.
2. The SMS shall allow text description of all configured objects. The SMS shall allow the renaming of an existing title description without removing the sub-components of that configuration object. The SMS shall automatically remove from the system all

configuration references to an object being deleted. The SMS shall automatically provide default names for all inputs, outputs, readers, and extension boards. The SMS shall clearly display which hardware objects (inputs, outputs, readers) on a controller are configured, and which are not.

3. The SMS shall provide for the configuration of templates. Templates of supported objects shall be operator-configurable to provide default values by pre-populating commonly used data fields.
4. The SMS shall support an unlimited number of groups for any object type. The SMS shall support unlimited object group definitions. In general, a group shall be usable wherever an individual object is referenced in the SMS. For example, a group may be used instead of an object when configuring a schedule/object pair in a clearance, and a group may be used instead of an object when performing a manual action to unlock a door.
5. The SMS shall generally allow any object in the system to be grouped including personnel, doors, inputs, outputs and clearances.
6. The SMS shall restrict the viewing and controlling of objects in the administration and monitoring stations via operator privileges. The SMS shall support the configuration of operator restrictions on an object class basis, and on an object-by-object basis. The SMS shall maintain a distinction between objects that are being monitored and objects that are being controlled, preventing operators from issuing object manual actions to objects for which the operator does not have manual action privileges. There shall be different levels of controls within the system for administration privileges versus monitoring privileges.
7. The SMS shall support unlimited operator accounts with unlimited definable privilege levels.
8. The SMS shall allow configuration of controllers using hierarchical tree-based navigation and context menus.
9. The SMS shall support the ability to download firmware updates to the controllers.
10. The SMS shall support the following methods for Operator authentication and authorization:
 - a) Windows Single Sign-On (SSO).
 - b) Basic User Authentication with locally defined usernames and passwords with strong password rule enforcement.
11. The SMS shall provide an automatic client update process for quick distribution of application updates.

12. The SMS shall have context sensitive online help (at the screen level) available at any point requiring operator input.

2.3.M Workstation Support

1. The SMS shall support a Workstation Dynamic View which shall list at a minimum:
 - a. Workstation Name
 - b. Description
 - c. Enabled/Disabled status
 - d. Last known Operator
2. Last known Application/connection type with version information
3. The SMS shall support the ability to disable any Workstation preventing any Operator Login from disabled Workstations.

2.3.N User-Defined Fields

1. The SMS shall support an unlimited number of User-defined fields. Each user-defined field shall allow a name, description, and a customizable label. A default language shall be selectable by the System Administrator for the user-defined field labels.
2. User-defined fields shall support customizable character size restrictions which shall limit the size of the field.
3. User-defined fields shall be usable for reports, queries, dynamic views, and exports of system data.
4. User-defined fields shall be available for the following SMS objects:
 - a. Personnel
 - b. Credentials
 - c. Field Controllers
 - d. Inputs
 - e. Outputs
 - f. Events
 - g. Card Readers
 - h. Doors
 - i. Elevators
 - j. Clearances
 - k. Visits
 - l. Access Requests
 - m. Video Camera/Servers
 - n. CCTV Switches/Camera
5. User-defined fields shall be definable as Mandatory and/or Unique and shall support the following field types:
 - a. Character

- b. Integer
 - c. Logical
 - d. Date/Time
 - e. Date
 - f. Time
 - g. Enumerated List
 - h. Multi Line
 - i. Decimal
 - j. Identity
6. User-defined fields shall support masking to provide consistency of data entry across all system operators. Custom masks, as well as the following predefined masks, shall be available:
- a. Alphabetic
 - b. Alphanumeric
 - c. Numeric
 - d. Phone Number – USA
 - e. Zip Code
 - f. Zip Code +4
 - g. Alpha – All Caps
 - h. Alpha – All Lower case

2.3.O Personnel Records

1. The SMS shall provide Personnel Templates that shall eliminate repetitive data entry by pre-configuring Personnel Records with data common to all Personnel of a certain type.

The SMS Personnel records shall provide multiple tabbed pages of personnel data containing default system and user-defined fields. Labels for user-defined field tabs shall be customizable by the System Administrator with the appropriate privileges. The SMS Personnel record shall support the creation of tabs allowing for additional user-defined fields.

- 2. The SMS shall support a Watchlist flag for all Personnel to identify individuals requiring special attention.
- 3. The SMS shall provide assistance alerts in the form of a button on the Personnel screen for the operator to request assistance from another operator via an event activation.
- 4. The SMS shall provide a "Personnel Record Document Object" option which allows the operator to assign / attach up to two (2) documents (such as URL, PDF, or TXT files) to the personnel record. The document may be applied to the record as a:
 - a. 'Shared' Document - added to the SMS via the Documents Editor.
 - b. 'Private' Document - imported from outside the system, such as a birth certificate or a diploma.
- 5. The SMS shall include a "Documents" tab to user-defined personnel views as well as the default view "*Personnel View with Portrait in Header*" to support the association of documents. The documents are available for viewing by operators with appropriate privilege.

6. The SMS shall support the generation of a unique random card number for an access credential for all Personnel records. The unique card number shall contain up to the maximum number of digits for the CHUID format chosen for the credential.
7. The SMS shall support the configuration of a trigger for a Personnel record that pulses an Event whenever a 'Card Admitted'/'Card Rejected' message is logged to the Journal for that person at a defined Door/Elevator.
8. The SMS shall support an email address field for each Personnel Record and shall support the sending of emails to Personnel Groups.

2.3.P Credentials

1. The SMS shall support a minimum of five (5) credentials (cards) per Personnel record and shall only count Active and/or Expired Cards towards the maximum assignable Cards per Person. Cards designated as Lost, Stolen and Disabled shall not count towards the maximum assignable Cards per Person.
2. The SMS shall support the ability to define the default period (in Days, Hours or Years) from a Credential's Activation Date until its Expiration. The SMS shall support an override of the default Expiration time for individual Personnel Types.
3. The SMS shall support Temporary Credentials. Temporary Credentials shall be available for general re-use without being associated to specific Personnel records. Temporary Credentials shall be assignable to visitors and can also serve as temporary replacement cards for Personnel who misplaced or forgot their regular Credentials. The SMS shall support the configuration of a default number of days for Temporary Credentials to remain active after they are created.
4. The SMS shall provide the ability to define background colors for the Active/Expired Credential Status fields in the Personnel Record.
5. The SMS shall support a system-wide setting to automatically disable Personnel Credentials that have not been used for a specified period. The Disable by Inactivity process shall support a user configurable daily scan time.

2.3.Q Personnel Views

1. The SMS shall support user-defined Personnel Views. Personnel Views shall provide the ability to customize the Personnel record by adding and/or removing certain objects from the operator's view. Personnel Views shall be assignable to SMS operators via the operator's assigned privilege and shall be definable for use in the creation and/or editing of the Personnel record. All Personnel Views enabled for an operator shall be selectable from the current view to allow an operator to switch views in real time. Personnel Views shall support the following:

- a. Adding/Removing Fields (including all user-defined fields)
- b. Custom Field Labels
- c. Adding Boxes to group together common fields
- d. Adding/Removing tabs to organize fields
- e. Custom Tab Labels
- f. Customization of Tab display order
- g. Background/Foreground color control of fields and labels
- h. Personnel Record Document Object – to associate up to two (2) documents to the record

2.3.R Language Localization

- 1. The SMS shall be configured so the information presented to system operators is displayed in a language native to the system operator provided that the proper translation files exist.
- 2. It shall be possible to translate the SMS into any left-to-right or right-to-left language supported by Unicode and by the Microsoft Windows operating system.
- 3. Languages shall include English, Arabic, Brazilian Portuguese, Czech, Dutch, Danish, French, German, Greek, Hungarian, Italian, Japanese, Korean, Polish, Russian, Swedish, Simplified Chinese, Spanish, Traditional Chinese and Turkish.

2.3.S Inputs

- 1. The SMS shall monitor both supervised and unsupervised hardware inputs as well as virtual inputs such as predefined system messages. These inputs include door / elevator inputs and monitor points. The SMS shall also monitor controller inputs such as tamper, AC fail, and low battery.
- 2. The SMS shall have the ability to name and allow for user-defined descriptions for individual inputs, outputs, and readers as well as input and output modules.
- 3. There shall be three separate and distinct states for inputs, which can be defined on the input configuration screen: Disabled, Enabled / Disarmed and Enabled / Armed.
- 4. The SMS shall allow configuration to link the state of an input to an output. The system shall allow multiple inputs to activate a single output or group of outputs.

2.3.T Outputs

- 1. The SMS shall have outputs, also known as Control points, which associate an input or event action with a relay output. These output uses include doors / elevators, alarms and industrial control.

There shall be three types of outputs available: dry contact / Form C relays, wet or voltage sourced relays and Open Collectors. Outputs shall be configured such that they can be activated, deactivated or pulsed by system actions.

2.3.U Card and Reader Support

1. The SMS shall be designed to support multiple card formats and card reader types.
2. The SMS shall support the following features for directly connected readers:
 - a. OSDP. (Open Supervised Device Protocol), v2.1.6 or higher. OSDP shall only be supported with the iSTAR Ultra and qualified OSDP capable readers using OSDP Secure Channel AES128 encryption.
 - b. User definable options pertaining to LED and Beeper control.
 - c. User defined card formats up to 256 bits.
 - d. Unlimited number of SMS card formats.
 - e. The ability to assign up to 10 card formats per reader.
 - f. The ability to show reader status on RM LCD.
 - g. Support Wiegand and 3x4 matrix keypads.
 - h. The enrollment of biometric templates to smartcards.
 - i. Custom CHUID FIPS201-compliant supporting full 256-bit data.
 - j. The SMS shall support readers that provide Wiegand signaling and magnetic signaling to include:
 - i. Software House RM readers.
 - ii. Software House Multi-technology readers.
 - iii. Wiegand swipe/insert readers.
 - iv. Proximity readers.
 - v. Biometric readers.
 - vi. Smart card readers.
 - vii. Wireless readers.
 - viii. Magnetic readers.

2.3.V Fire Alarm Integration

1. The Texas Southern University utilizes fully networked Simplex 4100 fire alarm system across the campus

2.4 EQUIPMENT

2.4.A iSTAR Ultra Access Control Panels –

1. University Standards require iSTAR Ultra Panel in a hardwired configuration with all readers and field devices home run to central location using composite access control cable (Part Number XXX-XXX). Provide 20% spare capacity on all panels to support future growth.

2. Provide Software House CCure iSTAR Ultra Data Gathering Panels (DGPs) with maximum available memory consisting of the following:

- * DGP Cabinet
 - a) GCM General Control Module.
 - b) Two ACM Access Control Modules
 - c) PSX-ISU16-E8S

Any inputs or outputs not associated with a card reader door will require the addition of I8 or R8 remote input/output modules to the panel to support the additional I/O requirements. These inputs and outputs may include but not be limited to, panic and lockdown switches, elevator controls, fire alarm inputs, door contacts, intrusion detectors, call buttons or other monitoring/control systems.

Independent of conduit, conduit systems or wire tray, each iSTAR Panel and Dual Voltage Power System will require 4x4 gutter for wire management which is the responsibility of security installation contractor.

2. iSTAR Ultra is a powerful, network-ready controller that supports up to 32 readers.

The strong feature set answers the most demanding access control requirements of enterprise and government applications. Rack-mount and wall-mount options provide installation flexibility, while iSTAR Ultra's unique lock power management eliminates the need for separate lock power interface boards. iSTAR Ultra features a hardened Linux kernel for its operating system, improving the security and scalability of the system.
3. iSTAR Ultra uniquely combines support for traditional hard-wired access control doors with support for wireless lock sets, all in the same controller. Up to 32 readers are supported by the iSTAR Ultra, of which 16 may come from the Access Control Module's (ACM) I/O units – the rest can be made up of wireless lock sets and devices.
4. iSTAR Ultra is ideal for areas that require many readers in close proximity to the panel. For more distributed installations, iSTAR Ultra includes up to 16 RS-485 ports, allowing the installer to run longer distances to each door.
5. iSTAR Ultra uses a General Controller Module (GCM) which includes standard 2GB RAM and 16GB SD card for memory and has two onboard gigabit network ports for reliable network communications. The GCM controls up to two ACMs, with each ACM supporting up to eight Wiegand or RM readers, along with 24 supervised inputs and 16 outputs which can be individually wet- or dry-configured.
6. iSTAR Ultra also includes an alphanumeric LCD to provide status and troubleshooting information. Database backups and all buffered transactions are stored to non-volatile SD card memory. A real-time clock battery keeps the clock powered during a power failure.

7. iSTAR Ultra includes two onboard gigabit network ports for primary and secondary communications to the host. 256-bit FIPS 197 and FIPS 140-2 AES network encryption, with custom key management, secures the controller from potential network threats. iSTAR Ultra supports both static and dynamic IP addresses, using DHCP and DNS to simplify network installation. In addition, the powerful iSTAR Configuration Utility (ICU) reduces startup time by allowing you to view online controllers, change configuration parameters, and download new firmware from a single interface.
8. Embedded Lock Power Management. The iSTAR Ultra's ACM offers a unique, straightforward approach to managing the complete lock power needs of an installation. The ACM is designed to distribute power directly to each lock circuit without needing a separate fused distribution board (and the associated interconnect wiring). Each ACM has two separate lock power feeds in addition to controller power.
9. These feeds can be used for different voltages (12 V and 24 V for example) or for battery-backed and non-battery-backed power sources to comply with certain local life safety codes.
10. Each lock output can then be selected to use either a dry contact, lock power 1, or lock power 2, providing tremendous flexibility. In addition, each lock circuit is protected with a PTC resettable fuse and over-voltage surge protection through the extensive use of transzorbs and includes a socketed relay for quick field replacement. Each lock circuit can be individually selected to unlock, or lock based on the dedicated fire alarm input setting, meeting life safety requirements.
11. Ensure Reliable Communication with Clusters
12. iSTAR Ultra supports peer-to-peer communications across clusters meaning that the controllers communicate with one another without needing host intervention. Clusters are user-defined groups of up to 16 controllers and can be created to enhance security by separating a widely dispersed facility into different controlled areas. For example, events linking inputs on one controller to outputs on another controller will still be active without the host.
 - a. Powerful network-ready door controller for up to 32 readers (16 from ACMs)
 - b. Embedded lock power management lowers installation costs
 - c. Hardened Linux embedded OS for improved security and scalability
 - d. Includes global anti-passback and advanced peer-to-peer clustering
 - e. Native intrusion zone functionality • LCD provides important controller status and diagnostics information

- f. Manages up to 500,000 cardholders in local memory
- g. Dedicated input for fire alarm interlock overrides door locks during fire conditions
- h. Onboard 256-bit AES network encryption
- i. Tested and validated for FIPS 140-2 under the National Institute of Standards and Technology (NIST) Cryptographic Module Validation Program
- j. Compatible with C•CURE 9000 v2.30 and above
- k. Enables ASSA ABLOY Aperio or Schlage AD300 and AD400 wireless locks to communicate with C•CURE 9000 providing a fully integrated and managed lock solution
- l. Rack-mount models provide flexibility in mounting options
- m. Great solution for enterprise and government installations

2.4.B PSX Dual Voltage Power Systems

1. PSX Power Solutions Dual Voltage Power System
PSX Dual Voltage Power System is a high efficiency, offline switch mode, dual voltage power supply battery charger designed to provide both iSTAR Ultra system power, and lock power for a complete 16-door setup. Capable of providing multiple power outputs and featuring user select ability for 12 or 24V DC on the lock supply, the wall mount unit is configured in a painted steel, locking enclosure with tamper switch and integral battery space. The rackmount unit is configured in a 2U rack enclosure.
2. One power supply (150W) in the PSX Dual Voltage Power System connects directly to the main power input of the iSTAR Ultra (GCM and ACM boards). The second power supply (250W) connects to the dedicated lock power inputs on the ACM boards, providing an efficient method to manage power to each separate locking device. PSX Dual Voltage Power System offers optional fire alarm interface (FAI) control for power and control of locks, and other devices.
3. PSX Dual Voltage Power System provides fault relay outputs for connection to inputs on the iSTAR Ultra. One relay output is connected to the power fail input and indicates loss of AC power to the PSX Dual Voltage Power System. The second relay output is connected to the low battery or fault input and indicates low battery or a problem within the power supply. The relays from both power supply units may be interconnected, if desired.
4. The unit is equipped with LED indicators which indicate current status. The unit will accept an optional remote management device providing remote monitoring, remote battery testing, along with many other capabilities. A network monitoring module is available as an option. The PSX Network

Communication Board provides the PSX Dual Voltage Power System with the ability to offer remote monitoring and control over LAN/WAN.

5. With the optional PSX Power Solutions Network Communication Module, power supplies, battery condition, fault status, and temperature may be monitored and configured for remote notification via email or SNMP. Remote battery testing of either battery set may be implemented manually or on a scheduled basis.
 - a. Provides uninterrupted back-up power for a complete iSTAR Ultra, 16-door setup, including locks
 - b. Choice of wall mount and rackmount models
 - c. Supervision of AC fault, system fault, ground fault, reverse battery, and fire alarm activation
 - d. Switched and resettable outputs
 - e. Network communication interface option
 - f. Intelligent battery charging and battery state monitoring
 - g. Dual rate charging restores battery sets from 4Ah to 80Ah
 - h. Reverse polarity, overcurrent, and thermal overload protection
 - i. Wall mount: 4.5" enclosure depth accommodates 12Ah battery sets
 - j. Rackmount: Enhanced input and output surge suppression
 - k. RoHS compliant, lead free, high efficiency designs
 - l. UL603 and UL 294 compliant
 - m. Lifetime warranty

2.4.C Software House I8 & R8 Remote Modules

1. The Software House I8, R8, and I8-CSI modules provide a flexible, cost-effective means to expand the input and output functionality of any iSTAR or apC access controller. Common applications include alarm monitoring and control and elevator control.
2. The I8 input module provides eight Class A supervised inputs. Three LEDs per input help the installer commission and troubleshoot each input circuit – red if the input is in alarm, green for normal, and yellow for a supervision error. LEDs may be turned off via a DIP switch setting. **University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.**
3. The I8-CSI module enhances the functionality of the standard I8 module by supporting numerous supervised circuit types and EOL resistance values. This allows the I8-CSI to accommodate existing field wiring without changing EOL resistors. More than 20 different circuit types are supported. The circuit type is selected via a bank of DIP switches and applies to all eight inputs on the I8-CSI.

4. The R8 output module provides eight Form C dry contact relay outputs. A red status LED per output shows the state of the relay.
5. All modules feature a dedicated input for an external cabinet tamper switch and mount easily in the Software House RM-CAN or RM-DCM-CAN enclosure.
6. The modules communicate with iSTAR or apC controllers via the two-wire RM bus that allows total wiring distances of up to 1,220 m (4,000 ft).
7. Up to eight I8s and eight R8s can be connected to each apC, iSTAR eX, and iSTAR Pro eight-reader model; up to 16 of each module can be connected to the iSTAR Pro 16- reader model. The modules are fully compatible with both C•CURE 800/8000 and C•CURE 9000.
 - a. Provides cost-effective expansion of input and output capacity
 - b. Compatible with full range of Software House iSTAR and apC access control panels
 - c. Locate modules up to 1,220 m (4,000 ft) away from controllers using flexible two wire RS-485 RM bus
 - d. Reduces length of sensor and control wiring to save installation costs
 - e. I8 provides eight Class A supervised inputs
 - f. R8 provides eight Form C relay outputs
 - g. I8-CSI, configurable supervised input model, allows use of existing input wiring without changing end-of-line (EOL) resistors
 - h. Three status LEDs per input (red/yellow/green) and one per output enable quick diagnostics and troubleshooting
 - i. Small, modular size requires minimal panel space
 - j. Dedicated tamper input included on each module
 - k. Optional UL-listed enclosure available

2.4.D Composite Cable for Card Reader Doors –

1. Product Description: FRPVC Bare copper conductor 4-component composite cable; each component is shielded and jacketed. Diameters and weights may vary among manufacturers. Fluoropolymer jacket.

Shielded

- a. Component 1: 18-4 C Lock Power
 - b. Component 2: 22-2C Door
 - c. Component 3: 22-4C Rex Spare
 - d. Component 4: 22-3P Card
2. UL Listed Type CMP For use in security access control systems.
3. Specifications

- a. CONDUCTOR: Bare copper, stranded A325
- b. INSULATION: Flame-retardant polyvinyl chloride (FRPVC)
- c. SHIELD: Aluminum/Mylar with tinned copper drain wire (each component is shielded)
- d. OVERALL JACKET: Yellow flame-retardant plenum jacket
- e. STANDARDS: NEC: CMP, NEC Article(s) 800
- f. RATINGS: 75°C, 300 VUnshielded

2.4.E Hardwired Card Readers

1. Schlage – MTB15 for Standard Applications, MTB11 for Mullion Mount Applications, MTKB15 Where specified for PIN + Card Applications

2.4.F Wireless Card Readers

- 1. Schlage AD 400 Networked Wireless Locks
- 2. Wireless electronic locks must be Apple Enhanced Contactless Polling (ECP)

2.0

Approved and listed on Apple documentation. Products should seamlessly read Transact Campus Apple Wallet, Google Wallet, and Samsung Wallet mobile credentials once Proper encryption keys are shared and embedded into the products. No additional 3rd Party SDK's will be allowed.

2.4.G Request to Exit Motion Detector – Model DS160

- 1. Provide Bosch DS-160 Series High performance Request to exit Detectors specifically designed for Request-to-exit (REX) applications. Motion Detector will include features such as timers, door monitor with sounder alert, and pointable coverage, the DS160 and DS161 have the flexibility to meet the most stringent REX requirements. **University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.**
- 2. The exclusive Sequential Logic Input (SLI) provides added security by allowing connection of a second device to require sequential detection. This eliminates the possibility that an object that is slid through the door or underneath the door will activate the detector. This input can also be used to lock the sensor if motion is present outside the premises. University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.
 - a. Door Monitor sensor can monitor a door contact to allow special control of the internal relay. For example, if the door is opened within the relay time period, the sensor can be programmed to halt the timer. If the door is not opened within a specific time period, the relay can be programmed to deactivate.

- b. Sounder Alert An integrated sounder can be programmed to activate if the door is left open too long. The sounder volume is fully adjustable to 85 dB.
- c. Keycard Input The keycard input allows the sensor relay to be controlled from an external source, such as an access control system or card reader.

2.4.H Request to Exit Push Buttons and Key switch Overrides

1. University Standards require on all doors with Electromagnetic Door Locks or that require secure or delayed exit as per occupancy requirements, provide a RCI 991 Pneumatic Time Delay button with Electronic Timer on exit side of door and a SPDT Maintained Key switch Override on the secure side of the door.
University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.
2. **REX Push Buttons:** RCI 991 Pneumatic Time Delay button with Electronic Timer on exit side of the door. Pushing the button cuts power to the magnetic lock and activates the timer.
3. **Key switch Override:** Camden Key switch Override CM-1130 SPDT Maintained Key Switch Override fits standard single gang boxes, 1 piece die cast construction, Locators prevent cylinder from spinning, Vandal resistant Cylinder sits flush to faceplate, Indoor or outdoor applications, Left and/or right operation, Color coded 18 AWG soldered leads, Heat shrink protective sleeve over contacts, Casted center rib protects switches from damage, SPDT maintained.

2.4.I Door Position Switches – Pedestrian Doors

1. Provide George Risk Industries (GRI) 180 Series ¾" or 1" Steel Door Recessed Door Switches.
The GRI 180 Series is the industry standard ¾" diameter recessed steel door switch set with 12" Leads and the 184 Series is a 1" diameter switch set. **University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.**
 - a. Lifetime Warranty
 - b. Colors: White, Brown, Grey or Black

- c. UL and ULC Approved
- d. 180-12 & 184-12 UL 10C
Fire Rated
- e. Available in Closed Loop, Open Loop
and SPDT
- f. 3/4" and 1" Diameter
Mounting
- g. Standard 12" Leads or
Terminals
- h. Self-Locking
- i. Solid, One-Piece
Design
- j. 7/8" Diameter also Available - Call
Factory
- k. Switches or Magnets are Available
Separately
- l. Standard 1/2"+ Gap on Steel
- m. Wide Gap 1"+ Gap on
Steel
- n. Supervisory Loops
Available

2.4.J Door Position Switches – Overhead Doors

1. All Overhead Doors require Overhead Door Contacts with a 2" Operating Gap which are exclusively designed for rugged high traffic installations. The reed switch is hermetically sealed with a PVC shock absorber enclosed within a solid aluminum housing. Installation wires are protected in a 24" stainless steel armored cable. **University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.**

2.4.K Building Lockdown Switch – Sentrol 3040

1. The 3040 Series Panic Switch activates the SPDT switch (SPST on the 3045 model) when the user pulls the actuating lever. On the 3040 model, an external LED lights and latches, indicating that the alarm circuit has been activated. The lever is closed first to rearm the alarm switch, then the latching LED circuit is reset externally at the host panel. **University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.**
2. The unit consists of a housing that contains the electrical circuitry and magnetic reed contacts, a cover plate to protect the internal electronics and an actuating lever with an Alnico V magnet installed in a cradle in the lever. When the lever is fully closed, the magnet— in proximity to the reed —triggers the circuit. The alarm occurs when the actuating lever is moved 20° to 45° past the fully closed position (approximately 1" from the fully closed position). On the latching models, an LED

on the unit flashes and latches when the lever is opened. It can be reset only at the alarm panel. The actuating lever, housing and cover plate are made of ABS fire-retardant plastic. Dimensions of the unit are 1.77"W x 2.90" L x 0.76" H (4.50 cm W x 7.37 cm L x 1.93 cmH). The unit has 12 feet of jacket lead. The device mounts to the surface with two No. 6 combo-head screws, 5/8" and 1 1/4". Available in white

2.4.L Panic Alarm – Amseco/Potter HUSK20

- 1. The HUSK-20 is a mechanical hold-up switch designed for silent operation. It is activated by using one finger to press down on the switch. When activated, the switch mechanism locks, insuring an immediate alarm signal. A status window designed on top of the hold-up switch indicates its condition: RED (alarmed) and BLUE (armed). To reset the HUSK-20, use the key provided. The housing is made of metal and is painted gray. **University Standards require that all inputs on the system require true 2 resistor end of line supervision with (2) - 1K 1/8-watt 5% carbon film resistors.**
- 2. The hold-up switch sends a signal to a dedicated 24-hour hold-up circuit of the access control system. That signal in turn will send the immediate signal to police or central station.
 - a. Form C contact
 - b. Metal housing
 - c. Key reset
 - d. Silent operation
 - e. Status window indicator (armed, alarmed)
 - f. Mechanical operation
 - g. Terminals for easy wiring

PROJECT PLANNING SCHEDULE: The Owner anticipates completion of the following key Project planning schedule milestones:

<u>EVENT</u>	<u>DATE</u>
Issue RFP / ESD Posting Date	February 15, 2024

Pre-Bid Meeting / Walkthrough
Deadline for Submission of Questions
Response to Questions
RFP Submission

February 22, 2024
February 29, 2024
Week of March 4th
March 19, 2024

CRITERIA AND WEIGHT/VALUE: Qualifications will be evaluated and ranked in accordance with the following criterion for each building:

Category	Value
CRITERION 1: Qualifications and Experience in Higher Education	20
CRITERION 2: Approach and Methodology	25
CRITERION 3: Detailed Timeline and Scheduled Events	25
CRITERION 4: Cost Proposal	30
Total of Weighted Value	100

End of Section II

Section 3 - Requirements for Statement of Proposals

3.1 CRITERIA

Respondents are expected to submit a Proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

Criterion 1 – Qualifications and Experience of the Firm

Criterion 2 – Approach and Methodology

Criterion 3 – Detailed Timetable and Scheduled Events

Criterion 4 – Cost Proposal

3.2 CRITERION 1: Qualifications and Experience of the Firm

1. Provide a brief yet thorough description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.
2. Provide firm's overall ability in providing the services required in this solicitation.
3. Provide a detailed list of clients (beginning with colleges and universities) where your firm has provided services of the type, size and kind required in this RFP during the past five years, preferably in this climate zone. Please provide contact information for each entity, especially the email address of the correct person who can answer our reference check.
4. Provide resumes and bios of the Respondent's Team that will be directly involved in the Project, including their experience with similar project(s). Include as applicable: Project Managers, Superintendents, Quality Control Inspectors, Safety Coordinator and Labor Forman, etc.
5. Please show all national and/or professional certifications, memberships, awards, etc.
6. Provide the proposed Project assignments and lines of authority and communication for any Team member to be directly involved with the Project. Indicate the estimated percent of time these team members will be involved in the Structural Services. Should be in both graphic and written form.

3.3 CRITERION 2: Approach and Methodology

1. This section should describe and discuss your proposed approach and methodology in providing the processes of the type and kind required in the RFP. By reading the proposed approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of approach to be provided and the methods proposed to provide them. A detailed explanation shall be included to understand how the methods comply with the requirements of this RFP.
2. Capabilities and Capacity: Respondent shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Work of this RFP. Your response must describe the various technologies, tools, methods, and

technical expertise that you will provide to Texas Southern University and/or that will be used in the delivery of the scope and how that will be of benefit in the delivery of approach to Texas Southern University.

3.4 CRITERION 3: Detailed Timetable and Schedule of Events

1. Please provide a **thorough** and **complete** timetable / schedule of events for the entire project, from the Project beginning, to the inclusion of issuance of a Notice to Proceed, project completion if necessary. Please provide a total number of days to complete this project and take into consideration the University Holiday Schedule located at: <http://hr.tsu.edu/benefits/holiday-schedule/>
2. Determine the key start and end dates, major assumptions behind the assessment plan, and key constraints and restrictions. Include Texas Southern University's expectations, which will often determine project milestones.
3. The Owner requires a minimum of one (1) dedicated on-site Team Lead for the duration of the Project. Please identify any other personnel assignments you propose for the Project and for each the percentage of monthly time to be dedicated to the modifications.
4. The Team Lead will provide scheduled status and progress reports of the project. Vendor shall be in constant contact with the TSU assigned personnel for this project. Please confirm and discuss your method of reporting. Please provide an example if possible.

3.5 CRITERION 4: Cost

1. For the purposes of this RFP, Texas Southern University will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for Texas Southern University to reject, as non-compliant, a proposal from further consideration
2. Please provide an itemized breakdown of all costs you will charge the University. Please provide a single grand total base bid for the entire project. Please thoroughly list all costs to the University for the commodities and/or capabilities requested in the RFP.

Provide fee schedule and a fee amount that includes a **“NOT TO EXCEED”** statement.

End of Section III

SECTION 4 - FORMAT FOR STATEMENT OF PROPOSAL

4.1 GENERAL INSTRUCTIONS:

4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

4.1.2 Proposals shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. Also, all information submitted **must** be placed on a flash capable of hold all information. **No password, encrypted flash drives**. The cover, table of contents, divider sheets, HUB Subcontracting Plan, and Execution of Offer do not count as printed pages. Each bound copy must be in the following order:

- Cover;
- Cover Letter;
- Table of Contents;
- Criteria One: Qualifications and Experience of the Firm
- Criteria Two: Approach and Methodology
- Criteria Three: Detailed Timetable and Scheduled Events
- Criteria Four: Cost Proposal
- Execution of Proposal
- Form 1295 Interested Parties
- HUB Subcontracting Plan (HSP)

4.1.3 Hub Subcontracting Plan (HSP) Submittal Requirements: It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted HSP, Refer to website for link to Policy on Utilization of Historically Underutilized Businesses at:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

4.1.3.1 HUB Achievement Form

4.1.3.2 **NOTE: The HUB Policy applies to all contracts with an expected value of \$100,000 or more and the HUB Subcontracting Plan is a required element of this request for proposal. Failure to submit a required HUB Subcontracting Plan will result in the disqualification of your RFP response.**

** A State of Texas HUB plan **is** required for this solicitation.

4.1.4 Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed.

4.1.5 Qualifications and any other information submitted by offerors in response to this RFP shall become the property of the Owner.

4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.

4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer. Separate each section of your proposal by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Section, which is to be consistent with the Table of Contents. TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.

4.1.9 Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

4.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Offeror to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

4.3. TABLE OF CONTENTS:

4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Proposals.

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Offeror is not required to number the pages of the HUB Subcontracting Plan.

4.4.2 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected

from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type in at least 14-point font.

End of Section IV

SECTION 5 – EXECUTION OF PROPOSAL AND ATTACHMENTS

5.1 EXECUTION OF PROPOSAL:

EXHIBIT A

EXECUTION OF OFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends 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 response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent or anyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: _____

Social Security Number: _____

Name: _____

Social Security Number: _____

Name: _____

Social Security Number: _____

Under *Government Code* § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this 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.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/SAM/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal

government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/SAM/>

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been:

- (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or
- (2) 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, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

ANTI-BOYCOTT ISRAEL VERIFICATION

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38:

- ☐ Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders*
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials, including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY):

SIGNATURE

NAME (TYPED/PRINTED)

TITLE:

EMAIL ADDRESS:

PHYSICAL ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

FAX:

TAX IDENTIFICATION NUMBER:

DATE:

End of Exhibit A

5.2 **POLICY OF UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES**

(HUB): It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted its Policy on Utilization of Historically Underutilized Businesses, a copy of which is attached hereto. The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines those subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposals. Failure to submit a required HUB Subcontracting Plan will result in the rejection of the Proposals.

5.2.1 STATEMENT OF PROBABILITY. Owner has determined that subcontracting opportunities are probable in connection with this solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Offeror's Proposals. Offeror shall develop and administer a HSP as a part of the Offeror's Proposals in accordance with the Owner's Policy on Utilization of Historically Underutilized Businesses (HUB).

5.2.2 Offeror's HUB Subcontracting Plans must be attached separately in a sealed envelope clearly labeled "HUB Subcontracting Plan" and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.

5.2.3 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.

TERMS AND CONDITIONS

1. BIDDING REQUIREMENTS:

- a. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Agency reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
- b. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- c. Bids must be received at the Texas Southern University (TSU) Purchasing Office on or before the hour and date specified for the bid opening.
- d. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the Respondent in a contract.
- e. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- f. Bid prices are requested to be Respondent for TSU acceptance for 90 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts Proposed will be taken if earned.
- g. Bidder should enter Texas Identification Number System (TINS) number, full Respondent name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, Respondent name should appear on each continuation page of a bid, in the block provided in the upper right-hand corner.
- h. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TSU based on an acceptable written reason.
- i. Purchases made for TSU use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- j. TSU reserves the right to make an award on the basis of low line-item bid, low total of line items, or in any other combination that will serve the best interest of TSU and to reject any and all bid items at the sole discretion of TSU. TSU also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of TSU. Any contract may also be extended up to three months at the sole discretion of TSU.
- k. Consistent and continued tie bidding could cause rejection of bids by TSU and/or investigation for antitrust violations.
- l. Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product proposed. If other than brand(s) specified is proposed, illustrations and complete description of product proposed are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

Unless otherwise specified, items shall be new and unused and of current production.

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

Samples, when requested, must be furnished free of expense to TSU. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address and bid number. Do not enclose in or attach bid to sample.

TSU will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.

Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

3. **TIE BIDS:** Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4. **DELIVERY:**

- a. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- b. If delay is foreseen, bidder shall give written notice to TSU. Bidder must keep TSU advised at all times of status of order.
- c. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TSU to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- d. No substitutions permitted without written approval of TSU.
- e. Delivery shall be made during normal working hours only unless prior approval has been obtained from ordering agency.

5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by TSU. Authorized TSU personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TSU's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:** A Proposal to this solicitation is a Proposal to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Harris County, Texas.

7. **PAYMENT:** Bidder shall submit 2 copies of an itemized invoice showing TSU purchase order number on all copies. TSU will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. **PATENTS, TRADEMARKS, COPYRIGHTS OR PUBLICATIONS:** Bidder agrees to defend and indemnify TSU and the State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TSU's or the State's use of any good or service provided by the bidder as a result of this solicitation. Respondent understands and agrees that, where activities supported by the contract produce original books, manuals, films or other material (referred to in this contract as "the works"), respondent may copyright the works subject to the reservation by TSU of a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize use, and to authorize others to use, for state or political subdivision proposes:

The copyright in the works developed under contract, and

Any rights of copyright to which respondent purchases ownership with funding from the contract

Respondent may publish, at its own expense, the results of contract performance with prior TSU review and approval of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from TSU. Respondent must provide one copy of any such publication to TSU. TSU reserves the right to require additional copies before or after the initial review.

Respondent must provide copies free of charge to TSU.

9. **BIDDER ASSIGNMENTS:** Bidder hereby assigns to the TSU any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.* Respondent hereby assigns to the Agency all of Respondent's rights, title and interest in and to all claims and causes of action Respondent may have under the antitrust laws of Texas or the United States for overcharges associated with the contract. Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this Section is void and without effect.

- 10. BIDDER AFFIRMATIONS:** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- The bidder has not given, proposed to give, nor intends 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 bid. Violation of this requirement may result in the termination of the contract at TSU's discretion.
 - Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the Respondent, corporation, partnership, or institution represented by the bidder, or anyone acting for such a Respondent, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Respondent also represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated any provision of the Texas Free Enterprise and Antitrust Act, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.
 - Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this RFP received compensation for participation in the preparation of the specifications for this RFP.
 - Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate.
 - Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
 - **TAXES CERTIFICATION:** As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this RFP shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TSU under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas. Respondent, by submitting its proposal, certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If respondent is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise Tax system, respondent must do so prior to contracting with the State of Texas.
 - Pursuant to §669.003, Gov't Code, TSU may not enter into a contract with a person who employs a current or former executive head of TSU until four years has passed since that person was the executive head of TSU. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of TSU in the past four years. If bidder does employ a person who was the executive head of TSU, provide the following Proposal:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
 - In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
 - TSU is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents / vendors with the Federal General Services

Administration's System of Award Management (SAM), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

- Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- **PROHIBITION ON LOBBYING:** Respondent must comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. 1601 et seq. By submitting a proposal, respondent certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. It also certifies that respondent will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
- Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TSU under the RFP and any resulting contract; if any, and that bidder's provision of the requested items under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety. The disclosure shall begin at the initial request for bids until the completed delivery of goods/services or until expiration of contract.
- Respondent waives any claim against and releases TSU, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this contract or otherwise created, assembled, maintained, or held by respondent and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- Respondent will promptly notify TSU in the event that any representations and warranties provided in the contract/solicitation are no longer true and correct. Respondent acknowledges that all of its representatives are warranties contained in any part of its proposal and this contract are material and have been relied upon by TSU in selecting the respondent for the award of the contract. Further, the respondent warrants and represents that all of the statements and representations made to TSU prior to being awarded the contract; and those made during the negotiation of this contract, are material, true and correct.
- **NOTE TO BIDDER:** If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in Proposal to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire RFP. If any bidder takes a 'blanket exception' to the entire RFP or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
- **PROTEST PROCEDURES:** Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in the TAC rules at 34 TAC Rule 20.384.
- **DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by TSU and the bidder to attempt to resolve any dispute arising under any contract resulting from this RFP.
- **NON-APPROPRIATION OF FUNDS:** Any contract resulting from this RFP is subject to termination or cancellation, without penalty to TSU, either in whole or in part, subject to the availability of state funds. TSU is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSU becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSU's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or

cancellation under this Section, TSU will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TSU will not be required to give prior notice.

- **TEXAS PUBLIC PROPOSAL ACT:** Notwithstanding any provisions of this SOLICITATION to the contrary, bidder understands that TSU will comply with the Texas Public Proposal Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Proposal, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Proposal Act. Within three (3) days of receipt, bidder will refer to TSU any third party requests, received directly by bidder, for Proposal to which bidder has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the solicitation Proposal that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

- **CONFLICT OF INTEREST:** Under §2155.003, Gov't Code, a TSU employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TSU or purchasers of other state agencies.
- **FORCE MAJEURE:** Neither bidder nor TSU shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- **INDEPENDENT CONTRACTOR:** Bidder is and shall remain an independent contractor in relationship to TSU. TSU shall not be responsible for withholding taxes from payments made under any contract resulting from this solicitation. Bidder shall have no claim against TSU for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent, and its personnel are not employees of the Agency or the State of Texas.
- **INDEMNIFICATION:** **RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AGENCY AND THE STATE OF TEXAS AGAINST CLAIMS OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, VIOLATIONS, MISAPPROPRIATION OR INFRINGEMENT ARISING FROM AGENCY'S OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO AGENCY BY RESPONDENT OR OTHERWISE TO WHICH AGENCY HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT, PROVIDED THAT AGENCY WILL NOTIFY RESPONDENT OF THE CLAIM WITHIN A REASONABLE TIME OF AGENCY'S RECEIVING NOTICE OF ANY SUCH CLAIM. IF RESPONDENT IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, RESPONDENT SHALL NOTIFY AGENCY OF THAT CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. RESPONDENT WILL MAKE NO SETTLEMENT OF ANY SUCH CLAIM WITHOUT AGENCY'S PRIOR WRITTEN APPROVAL. RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS,**

INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

- **RIGHT TO AUDIT:** In addition to and without limitation on the other audit provisions of this solicitation, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any Proposal the state auditor considers relevant to the investigation or audit. This solicitation or any contract resulting from this solicitation may be amended unilaterally by TSU to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards. Respondent will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency and the State of Texas
- **EQUAL OPPORTUNITY / CIVIL RIGHTS:** Respondent agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or part with funds available under this contract. Respondent will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Program, Equal Employment Opportunity Department of Labor." Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- **NON-DISCRIMINATION:** Texas Southern University, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will firmly ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in Proposal to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- **CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED:** Senate Bill 20 update of Government Code 572.069 states a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before

the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

- **ANTI-BOYCOTT ISRAEL VERIFICATION:** The Vendor represents that, to the extent this Purchase constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Vendor (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended. The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.
- **ENVIRONMENTAL PROTECTION:** Respondent must comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. v7401 etseq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).
- **CERTIFICATION CONCERNING DEADLINGS WITH PUBLIC SERVANTS:** Respondent, by submitting its proposal, certifies that is has not given 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 transaction.
- **CERTIFICATION CONCERNING FINANCIAL PARTICIPATION:** Under Texas Govt Code 2155.004, respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the contract.
- **CERTIFICATION CONCERNING HURRICANE RELIEF:** A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that include proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) 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, as defined by section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Texas Govt Code 2261.053 respondent certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate. Under Texas Govt Code 2155.006 respondent certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- **CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER TEXAS GOVT CODE 572.069:** Respondent certifies that it has not employed and will not employ a former TSU or state officer who participated in a procurement of contract negotiation for TSU involving respondent within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- **AMERICAN’S WITH DISABILITIES ACT:** Respondent represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- **BINDING EFFECT:** The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

- **DAMAGE TO GOVERNMENT PROPERTY:** Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Respondent shall notify the Agency in writing of any such damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the contract.
- **DISCLOSURE OF INTERESTED PARTIES:** Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to Agency a Certificate of Interested Parties prior to contract award in accordance with Section 2252.908 of the Texas Government Code.
- **DISCOUNTS:** If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent will notify Agency in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
- **DRUG-FREE WORKPLACE:** Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*) and maintain a drug-free work environment.
- **ELECTRICAL ITEMS:** All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- **FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW:** Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
- **GOVERNING LAW AND VENUE:** The contract shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Harris County, Texas.
- **LEGAL AND REGULATORY ACTIONS:** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., ending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.
- **IMMIGRATION:** Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. 1101 *et seq.* and all subsequent immigration laws and amendments.
- **LIMITATION ON AUTHORITY:** Respondent shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expenses, or liability of any kind on behalf of Agency or the State of Texas. The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

- **LOBBYING PROHIBITION:** Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
- **MEDIA RELEASES:** Respondent shall not use Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without Agency's prior written approval. Agency does not endorse any vendor, commodity, or service. Respondent is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without Agency's prior written consent, and then only in accordance with explicit written instructions from Agency.
- **NO FELONY CRIMINAL CONVICTIONS:** Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised Agency of the facts and circumstances surrounding the convictions.
- **NO QUANTITY GAURANTEES:** Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- **NO THIRD-PARTY BENEFICIARIES:** The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this contract.
- **PERMITS, CERTIFICATIONS AND LICENSES:** Respondent represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.
- **PROPERTY RIGHTS:** For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. Agency and Respondent intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Respondent to be a work made for hire. Respondent and Respondent's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Agency. Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Agency. If for any reason the Work would not be considered a work-for-hire under applicable law, Respondent does hereby sell, assign, and transfer to Agency, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Respondent agrees to execute all papers and to perform such other property rights, as Agency may deem necessary to secure for Agency or its designee the rights herein assigned. In the event that Respondent has any rights in and to the Work that cannot be assigned to Agency, Respondent hereby grants to Agency an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Agency's request, Respondent shall deliver to Agency all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Respondent will not

make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Agency.

- **REFUND:** Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- **SECURE ERASURE OF HARD DISK CAPABILITY:** All equipment provided to Agency by Respondent that is equipped with hard disk drives (*i.e.*, computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § 202.
- **SEVERABILITY:** If any provision of the contract is construed to be illegal, invalid or unenforceable, such construction will not affect the legality, validity or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.
- **SOVEREIGN IMMUNITY:** Nothing in the contract shall be construed as a waiver of the Agency's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Agency or the State of Texas under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Agency does not waive any privileges, rights, defenses, or immunities available to Agency by entering into the contract or by its conduct prior to or subsequent to entering into the contract.
- **SURVIVAL:** Expiration or termination of the contract for any reason does not release Respondent from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding indemnification and rights and remedies upon termination.
- **UNFAIR BUSINESS PRACTICES:** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
- **USE OF STATE PROPERTY:** Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, Agency's office space, identification badges, Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Agency-issued software, and the Agency Virtual Private Network (VPN client)), and any other resources of Agency. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access Agency's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope. Respondent shall fully reimburse such charges to Agency within ten (10) calendar days of Respondent's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.

- **COMPUTER EQUIPMENT RECYCLING PROGRAM:** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- **DEALINGS WITH PUBLIC SERVANTS AFFIRMATION:** Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it has not given, offered to give, nor intends 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 contract.
- **DISASTER RECOVERY:** In accordance with 13 TAC § 6.94(a)(9), Respondent shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
- **DISCLOSURE OF PRIOR STATE EMPLOYMENT:** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
- **E-VERIFY PROGRAM:** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (1) all persons employed by Respondent to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
- **EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION:** Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Respondent represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract. If Respondent employs or has used the services of a former executive of Agency, then Respondent shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Respondent, and the date of employment with Respondent.
- **FALSE STATEMENTS:** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting the Response with a false statement is a material breach of contract and may void the submitted Response and any resulting contract.
- **FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION:** Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from Agency to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.
- **FOREIGN TERRORIST ORGANIZATIONS:** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.
- **SIGNATURE AUTHORITY:** By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of this Response.
- **TECHNOLOGY ACCESS CLAUSE:** Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to Agency that the technology provided to Agency for purchase is capable, either by virtue of features included within the

technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; representing information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

- **TELEVISION EQUIPMENT RECYCLING PROGRAM:** If Respondent is submitting a Response for the purchase or lease of television equipment then, Respondent certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

End of Section V

End of the solicitation