



Texas Facilities Commission
P.O. Box 13047
Austin, Texas 78711-3047

REQUEST FOR PROPOSAL

Closed Circuit Television System
William P. Hobby Building, Austin, TX

RFP # 303-8-11106

RFP Posting Date: February 27, 2008

RFP Opening Date: March 18, 2008

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**REQUEST FOR PROPOSAL
CLOSED CIRCUIT TELEVISION SYSTEM, WPH, AUSTIN, TX**

**SECTION I
GENERAL**

1.1 In accordance with the provisions of Texas Government Code Chapter 2156.121, TFC is requesting proposals for the provision (furnish & install) an additional closed circuit television system to include DVR, cameras, and cable to watch the entrances and exits at Garage L located under the William P. Hobby Building, and the dock area inside the Hobby Building at 333 Guadalupe St., Austin, TX. All work to be performed in accordance with the attached specifications.

1.2 CONTRACT TERM: This service shall be for a period of six months from date of award.

1.3 DEFINITIONS:

Addendum - A modification of the specifications issued by the Owner and distributed to prospective Respondents prior to the opening of proposals.

Best and Final Offer (BAFO) - A formal request made to selected Respondents for revision to the originally submitted Proposal.

Contract - Consists of the Request for Proposals with specifications, the successful response, and the purchase order.

Contract Administrator - The individual designated by the Owner and identified in the Request for Proposal or in an addendum as authorized to receive and answer any questions regarding the Proposal documents and to represent the Owner during the performance of the contract.

Contractor - The individual, partnership or corporation whose Proposal is accepted and who enters into contract with the Owner

Coordinator - One or more individuals designated by the Contract Administrator to monitor and inspect the performance of the work during the contract.

NEC – National Electric Code.

Owner - The Texas Facilities Commission.

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SECTION II
STATEMENT OF WORK

2.1 SERVICE REQUIREMENTS: Provide (furnish and install) Closed Circuit Television System to include DVR, cameras, and cable to watch the entrances and exits at Garage L located under the William P. Hobby Building, and the dock area inside the Hobby building at 333 Guadalupe St. Austin, Texas. Contractor shall provide labor, materials, equipment, tools and transportation required to perform these services.

(a) Install new sixteen (16) channel DVR in the security office.

(b) Install one (1) new fixed color camera and replace one (1) existing fixed camera with one (1) new fixed color camera, including cable at the P1 garage **entrance**. These cameras will be configured and positioned to see the license plate, make and model of the vehicle and the driver. Both cameras will terminate on new DVR.

(c) Install one (1) new fixed color camera and replace one (1) existing fixed camera with one (1) new fixed color camera, including cable at the P1 garage **exit**. These cameras will be configured and positioned to see the license plate, make and model of the vehicle and the driver. Both cameras will terminate on new DVR.

(d) Install two (2) new fixed color cameras at the P2 garage **entrance**. These cameras will be configured and positioned to see the license plate, make and model of the vehicle and the driver. Both cameras will terminate on new DVR.

(e) Install two (2) new fixed color cameras at the P2 garage **exit**. These cameras will be configured and positioned to see the license plate, make and model of the vehicle and the driver. Both cameras will terminate on new DVR.

(f) Install one (1) new fixed dome style color camera in the dock area to watch both the overhead door and pedestrian door. Camera will terminate on existing DVR

(g) Replace two (2) existing computer CRT style monitors and two (2) CCTV CRT style monitors with four (4) new LCD flat panel monitors. New monitors will be mounted on the front panels of the console.

2.2 DVR: Install new sixteen (16) channel DVR in security office. DVR should be the equivalent or better of: Intellex DVMS Standard/Deluxe/Premier Digital Video Management System.

(a) Microprocessor-based video processor

(b) Recorder operating on and using the security of the Microsoft® Windows XP Professional operating system.

(c) The unit must simultaneously record, play back and archive video and text while using sophisticated search functions to define and find only those important events that meet certain criteria.

(d) The Digital Video Management System shall be capable of recording up to 30 days at 15 fps using the following parameters:

- Resolution – 2CIF
- Video Mode – NTSC
- Quality – Normal
- Sensitivity – Normal
- Aggregate Record Rate – 240 ips
- Number of Cameras – 16

2.3 COLOR MONITOR: Four (4) 17" color LCD monitors are to be installed to view activity. 17" Color LCD Monitors are to be equal to or an approved equivalent of:

- Vitex CCTV 17" LCD Monitor VTM-LCD173P with VT-LCD/WMT-R mounting bracket.

2.4 FIXED CAMERAS: Color fixed cameras are to be located as shown on drawings to provide visual verification of activity within the area specified. Interior Dome Camera is to be 1/3" CCD, high resolution and fitted with an auto iris varifocal lens. Gate Cameras are to be 1/3" CCD, high resolution day/night with built in infrared illuminators and fitted with an auto iris varifocal lens. Contractor shall submit for approval specifications for the proposed camera that best fits the location.

2.5 EXTERIOR FIXED HOUSINGS: Exterior fixed housings are to be installed to protect the cameras from the outside elements, except for the camera located at the desk.

2.6 CAMERA POWER SUPPLIES: Camera power supplies are to be centrally located and designated by Owner. Each power supply is to service no more than eight (8) cameras and have a separate fused output for each camera. Camera power supplies are to be Pelco MCS8-5 Power supply camera 5amp; 8 fused outputs or an approved equivalent.

2.7 WIRE AND CABLE: All cabling is subject to substitution with approved equivalents from that which is specified below:

(a) Video Cable: Video transmission cable, for lengths up to 1000', will be an RG59/U coax with a 20 AWG solid BC center conductor .140" OD FFEP dielectric and 95% BC braid. For lengths up to 1600' the video cable will be an RG6/U coax with a 18 AWG solid BC center conductor .168" OD FFEP dielectric and 95% BC braid. The cable(s) will have a UL rating of CMP (plenum) with a white/off-white outer jacket.

(b) Video transmission cable is to be equal to or an approved equivalent of:

- Southwest Wire & Cable #221105 – For lengths to 1000'
- Southwest Wire & Cable #220400 – For lengths to 1600'

(c) Interior Power Cable: Low voltage lock, camera, misc. power cable will be a two (2) conductor, 18 AWG stranded cable with overall shield and a stranded, tin copper drain wire. The cable will have a UL rating of CMP (plenum) with a white/off-white outer jacket.

(d) Power cable is to be equal to or an approved equivalent of:

Southwest Wire & Cable #112000

2.8 FIXED CAMERA LOCATIONS: All fixed camera locations will have the following cables pulled from the power supply/ video matrix switcher to the fixed camera.

- a) 1 ea. video cable, 1 ea power cable

2.9 LABELING:

- a) Cables will be marked with the point designation, defined during the prefabrication design process, at both ends indicating its address within the associated system(s). Cable labels are to be clearly legible, machine printed, with a clear top layer to protect printing.

- b) All field devices will be marked with an installation date, indicative of the systems acceptance date, and the Contractors initials to establish device warranty should service be necessary. Marking will be inside, or on the back of the equipment, machine printed on an adhesive label.
- c) All field devices will be labeled with the point designation, defined during the prefabrication design process, on the side of the equipment, indicating its address within the associated system(s). Device labels are to be clearly legible, machine printed, with a clear top layer to protect printing.
- d) The Contractor's advertisement or logo will not be visible on the outside of any equipment. This includes warranty seals and service tags.

2.10 EQUIPMENT MOUNTING LOCATIONS:

- a) The Owner will designate and verify to the contractor the exact mounting locations of all equipment.
- b) Tamper proof fasteners will be used on all equipment in all areas.

2.11 SYSTEM START UP: CCTV systems will be complete and ready to operate prior to the Owners final acceptance of the system.

2.12 SYSTEM ACCEPTANCE:

- a) The Owner will conduct final acceptance testing of the systems.
- b) Prior to the final acceptance test, the Contractor will conduct a complete test of the systems and provide the Owner with a written report on the results of that test.
- c) The Contractor will provide a minimum of two employees familiar with the installation for the final acceptance test. One employee will be responsible for monitoring and verifying systems activity while the other will be required to demonstrate the function of each field device. The contractor will provide two-way communication for this testing.
- d) Upon successful completion of the final acceptance test (or punch list retest) the Owner will sign a systems acceptance form from the Contractor.

2.13 RECORD DOCUMENTS:

- a) Record documentation will include all information required to reflect "as installed" conditions.
- b) Floor plan drawings will be in form of CADD CD(s) and two (2) sets of reduced legible 11"x17" sized prints.
- c) Record documentation will include two (2) sets of operation and maintenance manuals.
- d) The operation & maintenance manuals are to include the manufacturer's warranty, a warranty letter stating the inception is the date of acceptance by the Owner & expiration dates along with proper warranty service dispatch information. In addition to manufacturer's warranty, awarded vendor will warranty parts, equipment & labor for a minimum of one (1) year.

2.14 All electrical work performed under this Contract is to be installed by a licensed electrical contractor and installed according to current National Electric Codes. This work is subject to inspection and will be apart of this contract. All cable must be installed in conduit.

2.15 Travel time to and from the job site is not reimbursable under this Contract. Contractor shall ensure that the authorized TFC representative logs the start and completion times on the service ticket for the services performed. Contractors will provide the following information on the service ticket: building name, floor, type of work performed, parts replaced, hours worked (regular or overtime), and name of personnel performing the work.

2.16 The Contractor shall be responsible to examine the facility in which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during the project.

2.17 PROJECT COMPLETION TIME: Contractor must perform work within the timeframe agreed upon by the Contractor and the Owner prior to beginning work. If Contractor cannot perform work within timeframe stated, Contractor may be subject to liquidated damages up to 20% of total cost of the project for which a proposal was submitted.

2.18 NOTIFICATION: If necessary, Contractor shall notify TFC Fire Controls Department to operate the fire panel at least one (1) hour before starting work and when the work is complete. Panel must show a “no fault or no trouble” condition upon completion of work.

2.19 PERCENTAGE INCREASE: RESERVED -

2.20 CONTRACTOR QUALIFICATIONS: Proposers are required to qualify for each of the following criteria, and demonstrate on “Exhibit C – Contractor Qualifications Form”. Proposals submitted which fail to show qualification under any section may be rejected and excluded from further consideration.

- (a) Contractor/Contractor’s principals will have at a minimum three (3) years experience in performing CCTV work.
- (b) Contractor must demonstrate that their principals have directly managed a contract of this size and scope within the past three (3) years. TFC will check all such references.
- (c) Contractors are required to submit a minimum of three (3) references on (Exhibit C – Contractor’s Qualification Form) from entities with whom the Contractor has provided CCTV systems & components.
- (d) Contractor must demonstrate and prove personnel are qualified to install and operate proposed system.

2.21 SUBCONTRACTORS: TFC must approve all subcontractors. Subcontractors providing service under the purchase order shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the purchase order shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

- (a) Contractors planning to subcontract all or a portion of the work shall identify the proposed subcontractor.
- (b) Subcontracting shall be at the Contractor’s expense.
- (c) TFC retains the right to check subcontractor’s background and make determination to approve or reject

the use of submitted subcontractors

- (d) The Contractor shall be the only contact for TFC and subcontractors. Contractor shall list a designated point of contact for all TFC and subcontractor inquiries.

2.22 PERFORMANCE STANDARDS: All work performed under this contract shall be in accordance with applicable rules of this specification and terms and conditions of local codes and ordinances and any other authority having lawful jurisdiction. All work performed by the Contractor or subcontractor shall be in accordance with the applicable local, state, and national standards and codes to include the TFC Architect and Engineering Guidelines (attached as Exhibit G) and the Uniform Building Code.

2.23 UNSATISFACTORY PERFORMANCE: RESERVED

2.24 SPECIAL CONDITIONS:

(a) CONTRACT ADMINISTRATOR: The Contract Administrator for this project will be specified on the resulting purchase order. The instructions of the Contract Administrator are to be strictly and promptly followed by the Contractor in every case. The Contract Administrator is to have free access to the materials and the work at all times for measuring and inspecting the work, and the Contractor is to afford the Contract Administrator all necessary facilities and assistance for so doing. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Contract Administrator or his authorized representative will determine the amount of work performed and materials furnished which are to be paid under the contract. Failure of the Contract Administrator during the progress of the contract to discover or reject unacceptable work, or work not in accordance with the contract, or failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof nor a waiver of the Owner's right to full performance of the contract.

(b) CONTRACTOR AGREEMENT TO COOPERATE: Contractor agrees to conduct all of its services under this contract by and through appropriate communications with the TFC designated Contract Administrator. No work, installation or other services shall be undertaken by the Contractor except with the prior written direction of the TFC Contract Administrator. The Contractor understands and agrees that work, installation or any other service performed without the prior written direction of the TFC Contract Administrator is work outside the scope of this contract and shall be performed exclusively at the Contractor's risk. The Contractor agrees to employ competent personnel meeting the requirements outlined in the specifications, who shall be satisfactory to TFC. Personnel assigned to perform services under this Agreement may not be reassigned without the prior written notification to the TFC Contract Administrator. TFC may request that the Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied.

(c) Contractor agrees to cooperate and coordinate its work with that of other Contractors retained by owner. Upon discovery of an apparent conflict in the sequencing of work with another Contractor, Contractor shall report the concern to the TFC Contract Administrator who will resolve the conflict.

(d) CONTRACTOR ACCESS: Access routes, entrance gates or doors, parking and storage areas, etc., and any imposed time limitations shall be designated by the Contract Administrator. The Contractor shall conduct operations in strict observation of the access routes and other areas established as described above. Under no circumstances shall any of the Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by the Contract Administrator for access by the Contractor.

(e) EXISTING UTILITIES AND STRUCTURES: The Contractor shall adequately protect the work, TFC's property, adjacent property and the public. In the event of damage to facilities as a result of the Contractors operations, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. Further, the Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be borne

by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Contract Administrator may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due the Contractor. Upon the approval of the Contract Administrator, the Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets at TFC property.

(f) STORAGE/WASTE REMOVAL: Contractor will be allowed to store materials and equipment in performance of this contract only if space is available in each building. Storage space will be arranged through the Contract Administrator. Contractor shall keep premises clean on a continual basis and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all waste packaging material associated with this project which may include, if applicable, the rental of a waste receptacle. If needed, site placement of the waste receptacle shall be approved by the Contract Administrator.

(g) CONTRACTOR PARKING: Parking for Contractor vehicles when performing work must be coordinated through the Contract Administrator. Contract Administrator will arrange parking according to parking availability at the job site.

(h) SECURITY AND IDENTIFICATION: The Contractor shall abide by all procedures and rules as conveyed by the Contract Administrator regarding security requirements of the building where work is to be performed. All the Contractor's and subcontractor's personnel must wear uniform clothing to identify the company for which they work. Shorts and muscle shirts shall not be worn at any time.

(i) CONTRACTOR SAFETY: All Contractors and subcontractors conducting work for TFC shall abide by all Occupational Safety and Health rules and regulations provided by the Department of Labor, Occupational Safety and Health Administration, Code of Federal Regulations, Chapter 29. Employees of these Contractors and subcontractors shall be trained in accordance with Chapter 29, Occupational Safety and Health Regulations.

(1) Contractors and sub-contractors shall inform the Contract Administrator of their Hazardous Electrical Energy Control, Lockout / Tagout Procedure. The contractor's procedure must meet or exceed the TFC procedure as determined by the TFC Contract Administrator.

(2) Work shall not be done on energized electrical circuits, components or equipment. When de-energizing is impractical due to possible harm to personnel, equipment or facility damage, negative onsite or offsite environmental impact, or business interruption, Contractor must follow OSHA requirements as detailed in 1910.331 – 1910.399.

(j) CHEMICALS: Contractors and subcontractors shall provide TFC Risk Management Safety and Health personnel (RMSH) a legible Material Safety Data Sheet (MSDS) on all chemicals used or brought onto TFC controlled property. MSDS's shall be submitted to RMSH personnel prior to the start of work.

(k) SMOKING: All facilities where work is to be performed are nonsmoking buildings. Contractor employees are prohibited from smoking in all areas except in areas designated for smoking.

(l) DISPOSAL OF SALVAGEABLE ITEMS: The Contract Administrator shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Owner. Disposal may include depositing in a central location for salvage by the Owner or delivery to the Owner's warehouse located at 6506 Bolm Rd., Austin, Texas or such other location as determined by the Contract Administrator.

(m) WORKING HOURS: Contract work shall be performed primarily during normal working hours of 7:30 a.m. - 5:30 p.m., Monday through Friday. Contract work may also be performed at hours other than normal business hours at the direction of the Contract Administrator in order to meet required schedules. No overtime will be paid without the prior written approval of the Contract Administrator or designee.

(n) DAMAGES: Contractor shall be responsible for all damages to existing building or previously completed work incurred by his staff or subcontractors. Contractor is to protect adjacent areas from damage and debris. It is the intent of these specifications that any item affected by the work be restored to a state equal to or better than its original condition.

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SECTION III
PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS. The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP	February 27, 2008
Pre-Proposal Conferences (Optional)	March 4, 2008, 10:00 AM
Deadline for Submission of Questions	March 7, 2008, 12:00 PM
Deadline for Submission of Proposals/RFP Opening	March 18, 2008, 3:00 PM
Expected Award of Contract	March 31, 2008
Expected Contract Start Date	April 1, 2008

3.2 REVISIONS TO SCHEDULE. TFC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an Addendum.

3.3 PRE-PROPOSAL CONFERENCE. Attendance of at the Pre-Proposal Conferences is not mandatory. The Pre-Proposal Conference is scheduled for:

Tuesday, March 4, 2008, 10:00 AM

The location of the Pre-Proposal Conference is:

William P. Hobby State Office Building, 333 Guadalupe St., Austin, TX.

Parking is available on the top floor of Garage N, located at 300 San Antonio, Austin, TX. You will be met in the lobby of the William P. Hobby State Office Building by a TFC representative and escorted to the meeting. Please do not be late. A jobsite walkthrough will be conducted directly after the Pre-Proposal Conference.

3.4 PROPOSAL REQUIREMENTS.

- (a) Submissions: Respondents shall submit one (1) **original Exhibit A, Execution of Proposal**, along with one (1) **original** and three (3) copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the sections listed below.
- (b) Costs: Respondents to this RFP are responsible for all costs of Proposal preparation.
- (c) TFC will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552, and may be disclosed to the public upon request. Respondents may request protection of trade and confidential information from public release by clearly marking each page on which it appears with "Confidential" in bold face type at least **14 point font**, however all information submitted is subject to the Act and considered for release.
- (d) Contents: Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

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(1) Company Information: **<5 pts>** Including, but not limited to the following (on a separate sheet):

- Company description
- Ownership information
- Physical and Mailing address
- Other company locations/offices
- Primary Contact
- Telephone and facsimile number and e-mail of company's primary contact
- Names of top management and key employees and each person's duties. Include the background and experience of these employees.
- Provide an Organizational Chart with roles and responsibilities of key individuals assigned to support the project.
- Financial report, including latest annual report and latest quarterly report. **<P/F>**
- List all litigation that your company has been involved in within the last three years. Contractors involved in litigation with Owner may be disqualified. **<P/F>**

(2) Relevant Experience and Qualifications: **<15 pts>** Complete and submit the Exhibit C, Contractor's Qualifications Form.

(3) Contractor Qualifications: The following minimum requirements are required of contractors:

- Out of state contractors doing business in Texas shall have a Certificate of Authority to do business in Texas. A copy of the certificate shall be submitted with the proposal.
- Demonstrate that the respondent has successfully been in business, or the principals shall have had ownership/executive management in a previous company with comparable type experience, for the services solicited in the RFP.
- Demonstrate Company's or Individual's relevant experience for the type of work solicited in the RFP.
- Negative responses from Owners which are familiar with contractor's performance, depending on problems encountered, may be grounds for disqualification.

(4) Methodology: **<15 pts>** A detailed plan outlining the methodology intended to be employed by the respondent that demonstrates the processes of implementation regarding the requirements of the RFP Scope of Work into a realized and finished project. This shall include, but not be limited to 1) processes and techniques used to understand the Statement of Work, 2) problem solving, 3) value engineering, 4) maintaining budgets, 5) maintaining schedules, 6) staff sizing and roles, 7) company workload in proportion to the project outlined in the Statement of Work, and 8) coordination of work with subcontractor's and/or consultants.

(5) Compensation and Fees: **<60 pts>** Include pricing on the Exhibit B, Compensation and Fees, Respondents may not add qualifications, conditions or exceptions to the proposal. Any such representation by the respondent may be cause for rejection of the proposal, at the full and sole discretion of TFC.

(6) Principal Subcontractors: Subcontractors with whom the respondent intends to utilize in performing 15% or more of the Project.

(7) HUB Subcontracting Plan: RESERVED

(8) Exhibit A, Execution of Proposal:

(9) Exhibit C, Contractor's Qualifications Form.

(10) References: <P/F> (located on Exhibit C, Contractor's Qualifications Form) Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and company name and telephone number for each reference listed.

(11) Contractors Safety Record: Provide the companies workers' compensation experience modification rate - EMR - for the last five years as part of the submittal. This shall be submitted by your insurance carrier on their letterhead. Also, indicate the name and job title of the person in your organization who manages your safety program. Provide a description of your firm's safety program. TFC reserves the right to require a copy of your safety manual, which after award will become a Contract Document, if your firm's proposal is scored within the highest range of proposals.

(12) Quality Control Program: <5 pts> Quality Assurance / Quality Control: The respondent shall provide the name and job title of the person in the organization who oversees the quality assurance program. The respondent shall also provide a description of the firm's quality assurance program. TFC reserves the right to require a copy of the Quality Control Manual and Quality Assurance Processes, which, if contracted, will become a contract document. Vendor shall describe its quality assurance program, quality requirements and means of measurement. Provide process flow charts on how quality is maintained and achieved. The respondent shall describe the firm's policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to budget, quality, safety and schedule.

(13) Schedule Compliance: Contractor shall demonstrate their ability to meet schedule completion dates and maintain project budgets. For their five (5) most recent projects, contractor shall demonstrate experience in meeting **completion date schedules** by providing the original construction duration and final construction duration on their last five projects. Provide appropriate explanation on the causation when a variance of 5% is experienced.

3.5 INQUIRIES.

(a) All inquiries shall be submitted in writing to Colin Gresham at facsimile 512-236-6164 or by e-mail to colin.gresham@tfc.state.tx.us by 12:00 PM March 7, 2008 Central Daylight Time, the date listed as the deadline for submission of questions as specified in Section 3.1 above.

(b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <http://esbd.TFC.state.tx.us/1380/sagency.cfm>. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

(c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TFC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

3.6 PROPOSAL SUBMISSION.

(a) All Proposals shall be received and time stamped at TFC prior to 3:00 PM, Central Daylight Time, on the date specified in the Schedule of Events above. TFC reserves the right to reject late submittals.

(b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Proposal to TFC by the specified date.

(c) Telephone, facsimile, and email Proposals will not be accepted.

(d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.7 DELIVERY OF PROPOSALS. Proposals shall be submitted to TFC by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
TFC Bid Services Central Services Building P.O. Box 13047 Austin, TX 78711-3047	TFC – Mail Room #176 Central Services Building 1711 San Jacinto Blvd. Austin, TX 78701 Hours – 7:45 AM to 4:45 PM	TFC Bid Services Lobby Room #100 Central Services Building 1711 San Jacinto Blvd. Austin, TX 78701 Hours – 8:00 AM to 5:00 PM (C.D.T.)

3.8 PROPOSAL OPENING. Proposals will be opened at the Central Services Building, Bid Services, 1711 San Jacinto, Austin, Texas.

- (a) All submitted Proposals become the property of TFC after the RFP submittal deadline/opening date.
- (b) Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TFC, whichever occurs earlier.

3.9 PROPOSAL EVALUATION AND AWARD.

- (a) TFC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov't Code, Section 2155.074.
- (b) Award will be made based upon the evaluation of all responses received and the determination of the response considered lowest and best. The Owner reserves the right to award on a basis of low total, a low bid, or in any other combination that will best serve the interest of the state.
- (c) A committee will be established to evaluate the Proposals. The committee will include employees of TFC and other persons invited by TFC to participate.
- (d) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
Company Information	5%
Relevant Experience & Qualifications	15%
Methodology	15%
Quality Control/Quality Assurance	5%
Compensation and Fees	60%
References	P/F
Litigation	P/F
Financial Stability	P/F
	<u>100%</u>

(e) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TFC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TFC and will be extended in writing.

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(f) In evaluating Proposals to determine the best value for the State, TFC may consider information related to past contract performance of a Respondent including, but not limited to, TFC's Vendor Performance Tracking System (available at <http://www.TFC.state.tx.us/stpurch/venvpts.html>).

(g) Based on ranking determined by the scores, TFC may conduct interviews and/or oral presentations with those firms determined to be the most qualified. Such interviews are intended to; 1.) confirm the information contained in the proposal submittal; 2.) evaluate firm's methodology and work plan for the contract/project; and 3.) to evaluate structure of project team including qualifications of individual team members, consultants and other sub-contactors. Based on these and other factors which may apply, TFC in accordance with Texas Government Code § 2156.121, will undertake to negotiate an agreement with the firm(s) which are determined to be most appropriate for the project(s) under consideration, but if agreement cannot be reached, proceed with the next ranked firm, and so on as provided by statute.

(h) TFC reserves the right to terminate the selection process if agreement cannot be reached with any respondent.

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SECTION IV
GENERAL TERMS AND CONDITIONS

'DRAFT' OR 'BLANK' CONTRACT ATTACHED – FOR REFERENCE ONLY

Any Contract awarded as a result of this RFP will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions. **Do not populate contract.**

**CONTRACT TO PERFORM BETWEEN
THE TEXAS FACILITIES COMMISSION
AND**

Contract No. 303-X-XXXXX

This agreement ("Contract") is entered into by the Texas Facilities Commission ("TFC"), an agency of the State of Texas, and _____ ("Contractor"), located at _____.

I. Recitals

Whereas, on August 1, 2007 TFC issued a Request for Proposals from qualified, independent firms to provide [*description of services/project*] to be performed in State-owned office buildings in Austin, TX, and on _____, 2007 issued its official response to questions (collectively "RFP"); and

Whereas, Contractor submitted a proposal (Proposal) dated _____, 2007, in response to TFC's RFP; and

Whereas, Contractor was selected for projects to be performed in State-owned office buildings in Austin, TX;

Now Therefore, the TFC and Contractor hereby agree as follows:

II. Authority

This Contract is entered into pursuant to _____.

4.1 PAYMENTS:

(a) Payments will be made on a monthly basis and within thirty (30) days from receipt of a correct invoice or billing statement unless otherwise stated in the solicitation document. An invoice is considered as received on the date it is date stamped by the agency's mail room. Contractor will be paid for completion of work accepted and approved by the Contract Administrator. For large projects, partial payment may be allowed once per month on completed work with acceptance and approval of the Contract Administrator.

(b) Contractor will be paid for work performed to the end of the preceding month, provided that the work required to be performed under the contract shall have been fully and satisfactorily completed and accepted and approved by the Contract Administrator.

(c) Payment will be made in accordance with the Texas Prompt Payment Act, TGC Chapter 2251.

(d) Contractor shall invoice Owner for work performed by vendor identification number, building, and purchase order number. Invoices must include the purchase order number and Delivery Release (DR) number, the number of employees that worked on the job, the number of hours, and a copy of the project service ticket. Additionally, invoices for any materials purchased for each project must be provided.

RFP #303-8-11106
Closed Circuit Television System, WPH, Austin, TX

Address for submission is: Texas Building and Procurement Commission, Fiscal Department, P.O. Box 13047, Austin, Texas 78711-3047.

- 4.2 CONTRACT ADMINISTRATOR:** The Contract Administrator for this service contract shall be Mel Bullock (Office: 512-936-1813 – Cellular Phone: 512-563-9251). The instructions of the Contract Administrator are to be strictly and promptly followed by the Contractor in every case. The Contract Administrator is to have free access to the materials and the work at all times for measuring and inspecting the work, and the contractor is to afford the Contract Administrator all necessary facilities and assistance for so doing. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Contract Administrator or his authorized representative will determine the amount of work performed and materials furnished which are to be paid under the Contract. Failure of the Contract Administrator during the progress of the agreement to discover or reject unacceptable work, or work not in accordance with the agreement, or failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof nor a waiver of TFC's right to full performance of the contract.
- 4.3 SECURITY AND IDENTIFICATION:** The Contractor shall abide by all procedures and rules as conveyed by Owner regarding security requirements for each of the buildings where work is to be performed. All the Contractor's personnel should wear clothing and/or badges identifying them as employees of the Contractor.
- 4.4 CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for damage to TFC's equipment, and/or the workplace and its contents, by its works, its negligence in work, its personnel, or its equipment. The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for TFC.
- 4.5 PERFORMANCE WARRANTY:** All labor furnished under this Contract is guaranteed by Contractor to be in compliance with Contract document. Work performed under this contract shall meet all applicable requirements of the latest revision of the Unified Building and Plumbing codes. The Contractor shall guarantee all work included in the contract against any defects in workmanship and shall satisfactorily correct, at no cost to Owner, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Owner.
- 4.6 MATERIAL WARRANTY:** All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with Contract document, fit and sufficient for the purpose intended, new and free from defects. Material furnished under the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by the Owner. Contractor shall provide the Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.
- 4.7 PRICE REDUCTION:** If at any time after the date of the Proposal the Contractor reduces the comparable price of any article or service covered by the contract resulting from this Request for Proposals to customers other than the Owner, the prices of the Owner for such articles or services shall be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in price to customers other than the Owner. In addition to invoicing at the reduced prices, the Contractor shall furnish promptly to the Owner complete information regarding the reduction.
- 4.8 STATE SUPERVISION AND INSPECTION:** All work performed under this contract is subject to inspection by the Owner or a specialist designated by the Owner at any time to insure compliance with all

terms and conditions of this contract. A record of discrepancies found shall be made by the Contractor and all discrepancies corrected within 60 days of the inspection. Payment may be withheld by Owner after the 60 day period on any discrepancy for which corrections have not been made. Inspections are to be made at the discretion of the Contract Administrator.

4.9 SMOKING: All facilities where work is to be performed are nonsmoking buildings. Contractor employees are prohibited from smoking in all areas except in areas designated for smoking.

4.10 TERMINATION:

(a) Termination with Default: The Owner may terminate the contract immediately for default by providing written notice to the Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of termination for default, the Owner shall have against the Contractor all remedies provided by law and equity.

(b) Termination without Default: The Owner may at its sole option and discretion terminate the Contract at any time, for any reason whatsoever, by giving a written notice (the "Notice of Termination") to the Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work as set forth in the notice. In the event of termination by the Owner, the Contractor shall be governed by the terms and conditions, and shall perform the acts as outlined in the following Section entitled "IMPLEMENTATION OF TERMINATION."

(c) Implementation of Termination: The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work (and be compensated only for such work) as may be necessary as determined by the Contract Administrator to preserve the work in progress and to protect materials, buildings, and equipment. In the event of termination by the Owner, the Owner shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in the scope of work.

(d) Termination by Contractor: The Contractor may terminate the contract upon providing sixty (60) days written notice to TFC. In the event of termination by the Contractor, the Contractor shall be governed by the terms and conditions, and shall perform the acts as outlined in the preceding section entitled "Implementation of Termination". The Contractor will be held responsible for additional cost incurred from the contract termination.

4.11 RIGHT OF PERFORMANCE: Failure of the Contract Administrator during the progress of the contract to discover or reject unacceptable work, or work not in accordance with the contract, or failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof nor a waiver of TFC's right to full performance of the contract.

4.12 EXCLUSIVE PERFORMANCE: Neither the Contractor nor any of his employees shall perform any work at TFC's facility other than that work which is defined herein.

4.13 REVIEW OF RECORDS: The Contractor shall make available, at his local office, to the Contract Administrator or his authorized representative, all payroll records, training records, invoices for materials, books of account, and other relevant records pertinent to the contract for the purposes of inspection and audit of such records, upon request of the Contract Administrator. Records shall remain available for at least two (2) years after expiration of the contract.

4.14 SOLICITING: All soliciting is prohibited on TFC premises by the Contractor's agents or employees. The Contractor shall inform his employees of this policy prior to beginning work under the contract.

- 4.15 CONTRACTOR'S FREEDOM TO PROVIDE SERVICES:** The Contractor represents and warrants that he/she is under no obligation or restriction nor will the Contractor assume any obligation or restriction which would, in any way, interfere or be inconsistent with the services to be furnished by the Contractor under this contract.
- 4.16 MINIMUM WAGE RATE REQUIREMENTS:** Notwithstanding any other provision of this order, the Contractor hereby represents and warrants that the Contractor shall pay to each of their employees a wage not less than what is currently known as the "Federal Minimum Wage" and any increase or amendments thereto. Furthermore, the Contractor shall produce proof of compliance with this provision by the Contractor to TFC. TFC will withhold payments due to the Contractor until the Contractor has complied with this provision. Prior to any payment being made for work satisfactorily completed and accepted, the Contractor shall submit Wage Rate Affidavits (on the Department's Standard Wage Rate Affidavit Form) with their billing documents affirming that all employees have been paid not less than the current "Federal Minimum Wage".
- 4.17 IMMIGRATION REFORM:** The Immigration Reform and Control Act of 1986, as amended require that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by all Contractors and Subcontractors who contract with the State. Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employee, nor any Subcontractor, to perform any work on behalf of or for the benefit of the State, without first ensuring said employee's authorization to lawfully work in the United States.

Contractor acknowledges, agrees and warrants (a) that Contractor maintains and follows an established policy to verify the employment authorization of its employees, and to ensure continued compliance for the duration of employment, (b) that Contractor has verified the identity and employment eligibility of all employees, in compliance with applicable law, (c) that Contractor has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Contractor's senior management, and (d) that Contractor is without knowledge of any fact that would render any employee or subcontractor of Contractor ineligible to legally work in the United States.

Contractor further acknowledges, agrees, and warrants that Contractor (e) has complied, and shall at all times during the term of this Contract comply, in all respects with the Immigration Reform and Control Act of 1986, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules and regulations relating thereto, (f) has properly maintained, and shall at all times during the term of this Contract properly maintain all records required by Department of Homeland Security, Immigration and Customs Enforcement (DHS - ICE), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (g) has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of this Contract, Contractor shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by TFC or any State Agency of Contractor or any of its employees.

Contractor acknowledges, agrees and warrants that all Subcontractors permitted by it to perform work will be required to agree to these same terms as a condition to being awarded any subcontract for such work.

- 4.18 CIVIL RIGHTS:** Contractor shall comply with all federal, state and local laws, regulations, executive orders, ordinances, and requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, executive orders, ordinances, and requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TFC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TFC's or Contractor's compliance with all applicable State and federal laws, and regulations. Without limiting the foregoing, Contractor expressly agrees to comply with the following laws,

regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) 40 TAC § 819.12 & Tex. Labor Code Chapter 21 relating to Prohibitions relating to employment and discrimination; (viii) all regulations and administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

- 4.19 PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TFC.
- 4.20 LEGAL REQUIREMENTS AND PERMITS:** The Contractor shall procure at Contractor's expense all necessary and required licenses and permits and shall conform to all federal, state and local laws, regulations and ordinances applicable to this contract.
- 4.21 MATERIAL SAFETY DATA SHEETS:** Contractor shall provide TFC a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any materials provided under the Contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such items.
- 4.22 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** The Contractor shall procure at Contractor's expense all necessary and required licenses and permits necessary for the performance of this contract. Contractor represents and warrants that work/services provided under this contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).
- 4.23 EXAMINATION OF PREMISES:** The Contractor shall be held to have examined all facilities in which the work will take place and to be familiar with the conditions under which the work will be accomplished.
- 4.24 LABOR ACTIVITY:** If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at TFC's facility which results in the curtailment or discontinuation of services performed herein, TFC shall have the right during said period to employ any means legally permissible to have the work performed.
- 4.25 AUTHORITY:** This Contract is entered into pursuant to Texas Government Code 2155.063.
- 4.26 SERVICES, STANDARDS OF PERFORMANCE AND CONTRACT ADMINISTRATION**

Contractor shall provide the services and the deliverables described herein in the manner required by all of the following documents:

1. This Contract
2. The Statement of Work
3. The RFP and Addenda
4. Contractors Proposal and Best and Final Offer, if applicable.

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. The Statement of Work
3. The RFP and Addenda
4. Contractors Proposal and Best and Final Offer, if applicable.

Contractor shall provide all of the above services and all reasonably related services in accordance with applicable professional standards of a Contractor providing electrical services. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Contract.

TFC shall designate a Project Manager for this Contract. The Project Manager will serve as the point of contact between the TFC and Contractor. TFC's Project Manager shall supervise TFC's review of Contractor's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial budget administration and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

- 4.27 PERSONNEL:** Contractor shall assign only qualified personnel to this Contract. On the date of TFC's execution of this Contract, TFC's project manager shall authorize the key personnel listed in Exhibit D of this Contract to provide services under this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to TFC prior written notice of any proposed change in key personnel involved in providing services under this Contract.
- 4.28 TERM AND TERMINATION:** This Contract shall become effective on the date signed by TFC's Executive Director and shall expire on or about 8/31/2009 unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. TFC may, in its sole discretion, terminate this Contract upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon Contractor's receipt. In the event funds are not appropriated by the Texas Legislature, this contract may be terminated immediately with no recourse to the State of Texas.
- 4.29 CONFIDENTIALITY AND OPEN RECORDS:** Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TFC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TFC agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. Contractor will cooperate with TFC in the production of documents responsive to the request. Contractor may request that TFC seek an opinion from the Attorney General of the State of Texas. However, TFC will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, Contractor will notify TFC's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract,

including information which discloses confidential personal information particularly, but not limited to, social security numbers.

4.30 INSURANCE AND OTHER SECURITY: Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide TFC with current certificates of insurance or other proof acceptable to TFC of the following insurance coverage:
Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;
Commercial General Liability and personal injury insurance, with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.
Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TFC. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TFC with an executed copy of the policies immediately upon request.

4.31 INDEMNIFICATION: TFC AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF TFC OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT TFC AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF TFC OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST TFC'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF TFC OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF TFC OR ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY SUCH CLAIMS; AND

(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST TFC'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE TFC OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.

4.32 DISPUTE RESOLUTION: The dispute resolution process provided for in Texas Gov't Code, Chapter 2260 shall be used by TFC and Contractor to resolve any dispute arising under the Contract.

4.33 REPRESENTATIONS, WARRANTIES, AND GENERAL PROVISIONS:

(a) Family Code: Under Texas Family Code § 231.006 (relating to child support), Contractor represents and warrants that Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

(b) Eligibility: Under Tex. Gov't Code § 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

(c) Liability for Taxes: Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TFC shall not be liable for any taxes resulting from this Contract.

4.34 HUBS: RESERVED. No HUB Subcontracting Plan is required for this solicitation.

4.35 AMENDMENTS: Except as provided in Paragraph 4.42 of this Contract, this Contract may be amended only upon written agreement between TFC and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

4.36 APPLICABLE LAW; VENUE: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

4.37 STRICT COMPLIANCE: Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

4.38 ASSIGNMENTS: Without the prior written consent of TFC, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

4.39 PARTIALLY COMPLETED WORK: No later than the first calendar day after the termination of this Contract, or at TFC's request, Contractor shall deliver to TFC all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Contractor shall 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 the TFC.

4.40 FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

4.41 SEVERABILITY CLAUSE: In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

- 4.42 APPLICABLE LAW AND CONFORMING AMENDMENTS:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TFC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TFC's or Contractor's compliance with all applicable State and federal laws, and regulations.
- 4.43 NO WAIVER:** Nothing in this Contract shall be construed as a waiver of 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 State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this 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. TFC does not waive any privileges, rights, defenses, or immunities available to TFC by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
- 4.44 NO LIABILITY UPON TERMINATION:** If this Contract is terminated for any reason, TFC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Gov't Code, Chapter 2260.
- 4.45 INDEPENDENT CONTRACTOR:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- 4.46 LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Contractor shall have no authority to act for or on behalf of TFC or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TFC.
- 4.47 PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS:** Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify TFC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without TFC's prior written approval. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.
- 4.48 SUPPORTING DOCUMENTS, RETENTION; RIGHT TO AUDIT; INDEPENDENT AUDITS:** Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to

the "Work" as defined in paragraph 4.60 of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TFC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the TFC and the State of Texas to immediately assess appropriate damages for such failure. The acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an 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.

- 4.49 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject 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.
- 4.50 EQUAL OPPORTUNITY:** Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.
- 4.51 ANTITRUST:** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- 4.52 NO CONFLICTS:** Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.
- 4.53 FINANCIAL INTERESTS; GIFTS:** Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from TFC or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.
- 4.54 FELONY CRIMINAL CONVICTIONS:** Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction

has occurred, Contractor has fully advised TFC as to the facts and circumstances surrounding the conviction.

- 4.55 NOTICES:** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified on Page 1 of this Contract or to TFC, 1711 San Jacinto Blvd., Austin, TX 78701 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
- 4.56 FALSE STATEMENTS; BREACH OF REPRESENTATIONS:** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.
- 4.57 FORCE MAJEURE:** Except as otherwise provided, neither Contractor nor TFC nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract 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, strike, fires, explosions, 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.
- 4.58 DEBTS OR DELINQUENCIES TO STATE:** The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.
- 4.59 CONTRACTS FOR SERVICES:** In accordance with Gov't Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- 4.60 WORK MADE FOR HIRE:** For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TFC. All right, title and interest in and to said property shall vest in TFC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TFC, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TFC. TFC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give TFC and/or the State of Texas, as well as any person designated by TFC and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

4.61 TECHNOLOGY ACCESS CLAUSE: Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

4.62 DEFAULT: If Contractor is found to be in default under any provision of this Contract, TFC may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to TFC including but not limited to reprocurement costs, and any consequential damages to the State of Texas or TFC resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

4.63 SIGNATORIES: The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

4.64 MERGER: This Contract contains the entire agreement between Contractor and TFC and supersedes any prior understandings or oral or written agreements between TFC and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by TFC and Contractor.

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EXHIBIT A
EXECUTION OF PROPOSAL FORM

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 anytime 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 firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, 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 Gov't 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 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."

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.

Under Gov't 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 Facilities Commission (TFC) 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 TFC 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.

EXHIBIT A
EXECUTION OF PROPOSAL

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Page 2

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.

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

RESPONDENT (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NUMBERS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, TFC will draw lots to break the tie.

Check below if preference claimed under Rule 1 T.A.C. 113.8

- () 1. Supplies, materials or equipment produced in Texas or offered by a Texas bidder.
- () 2. Agricultural products grown in Texas
- () 3. Agricultural products offered by Texas bidder
- () 4. U.S.A. produced supplies, materials or equipment
- () 5. Products of persons with mental or physical disabilities
- () 6. Recycled, remanufactured, or environmentally sensitive products
- () 7. Energy efficient products
- () 8. Rubberized asphalt paving material
- () 9. Recycled motor oil and lubricants
- () 10. Products produced at facilities located on formerly contaminated property
- () 11. Products or services from economically depressed or blighted areas.

EXHIBIT B – COMPENSATION AND FEES

Company Name _____

Turnkey cost for project (to include, but not limited to, all labor and materials): _____

Company Name: _____

EXHIBIT C
CONTRACTOR QUALIFICATIONS FORM

1. **QUALIFICATIONS:** Contractor shall have at least one (1) contract of similar size and complexity within the past three (3) years.

Client: _____
Point of Contact _____
Telephone _____
Building Name _____
Building Address _____
Dates of Contract _____

2. **REFERENCES:** Contractor shall submit three (3) references for which the contractor has provided similar services.

Client: _____
Point of Contact _____
Telephone _____
Building Name _____
Building Address _____
Dates of Contract _____
Detail of Work Performed _____

Client: _____
Point of Contact _____
Telephone _____
Building Name _____
Building Address _____
Dates of Contract _____
Detail of Work Performed _____

Client: _____
Point of Contact _____
Telephone _____
Building Name _____
Building Address _____
Dates of Contract _____
Detail of Work Performed _____

3. **MANAGEMENT REFERENCE:** Contractor's managerial staff shall have three (3) years of experience managing contracts with the aforementioned requirements.

Company Name: _____

Name of Management Person(s) _____
Years Experience in Supervision _____
Client _____
Point of Contact _____
Telephone _____
Building Name _____
Building Address _____
Dates of Contract _____

4. **LONGEVITY (How long Contractor has been in the business):** Longevity is directly related to experience and successful completion of work for customers. As such, this will be used to further qualify the experience of Contractors. Proposers must have at least three (3) active years providing commercial parking and events services.

Original date of establishment or incorporation is:

MONTH _____ DAY _____ YEAR _____

Total Time in Qualifying (Active) Business _____ years

Dates of Active Service: From _____ To _____

Length of Employment: Average length of employment of all company employees is _____ MONTHS

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RFP #303-8-11106
Closed Circuit Television System, WPH, Austin, TX

EXHIBIT E

SCHEMATICS OF AFFECTED AREAS

ATTACHED AS BID PACKAGE 2